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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	92050920
Party	Plaintiff Intellect Technical Solutions, Inc.
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Submission	Motion to Compel Discovery
Filer's Name	William Giltinan
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Date	04/26/2010
Attachments	Amended Motion to Compel.pdf (14 pages)(570728 bytes) Exhibits A-D.pdf (65 pages)(1492016 bytes) Exhibits E-h.pdf (56 pages)(1968015 bytes) Exhibit I-J.pdf (25 pages)(884435 bytes)

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In re: Registration No. 3,009,990
Trademark: ENTELLECT
Registered November 1, 2005

INTELLECT TECHNICAL SOLUTIONS, INC.

Petitioner,

v.

MILENA SONI,

Respondent.

Cancellation No.: 92050920

AMENDED MOTION TO COMPEL

Petitioner, Intellect Technical Solutions, Inc. ("Intellect"), by and through its undersigned counsel, hereby amends its motion to compel filed on March 26, 2010, and respectfully moves this Board for entry of an order compelling Respondent to provide documents responsive to interrogatories 4, 5, 7, 8, and 10 of Petitioner's First Set of Interrogatories to Respondent, interrogatories 14-21 and 24-25 of Petitioner's Second Set of Interrogatories to Respondent, request 7 from Petitioner's First Set of Requests for Production to Respondent, and requests 1 and 2 of Petitioner's Second Request for Production to Respondent. Copies of Petitioner's First Set of Interrogatories to Respondent (Exhibit A), Respondent's Responses to Petitioner's First Set of Interrogatories to Respondent (Exhibit B), Petitioner's Second Set of Interrogatories to Respondent (Exhibit C), Respondent's Responses to Petitioner's Second Set of Interrogatories to Respondent (Exhibit D), Petitioner's First Set of Requests for Production to Respondent (Exhibit E), Respondent's Responses to Petitioner's First Set of Requests for Production to

Respondent (Exhibit F), Petitioner's Second Set of Requests for Production to Respondent (Exhibit G), and Respondent's Responses to Petitioner's Second Set of Requests for Production to Respondent (Exhibit H) are attached.

Petitioner requests that proceedings be suspended until after this Motion and Petitioner's Motion for Leave to File Amended Petition to Cancel, filed on March 10, 2010 ("Motion to Amend") are resolved. Petitioner requires Respondent's complete discovery responses to prepare its testimony evidence and requires resolution of the Motion to Amend to prepare its motion for summary judgment.

As is detailed below, Petitioner has made several good faith attempts to resolve the issues raised by this motion but has been unsuccessful. Copies of email correspondence between Petitioner's counsel and Respondent's Counsel (Exhibit I) are also attached hereto.

As grounds in support of this Motion, Intellect states as follows:

History of Proceedings

Petitioner's Motion to Compel Filed March 26, 2010

Petitioner filed this proceeding on May 6, 2009, after its application for registration of the service mark INTELLECT was rejected based on a likelihood of confusion between Respondent's registration and Petitioner's mark and after attempts to settle the dispute between the parties broke down.

Petitioner served its First Set of Interrogatories to Respondent and First Request for Production to Respondent on October 5, 2009. Respondent served its First Set of Interrogatories to Petitioner, First Set of Requests for Production of Documents to Petitioner, and First Set of Requests for Admission to Petitioner all on December 24, 2009. The Provisions for Protecting Confidentiality of Information Revealed During Board Proceeding (the "Protective Agreement")

was submitted for approval of the Board on January 15, 2010 and was approved on January 21, 2010.

Petitioner has responded to each of Respondent's interrogatories and requests for admission. To date, Petitioner has also provided one thousand, eight hundred forty-two pages of documents to Respondent in response to Respondent's requests. In contrast, Respondent has provided only seventy-five pages of documents to date, most of which are documents in the publicly available prosecution history of Respondent's registration or are copies of letters and documents provided by Petitioner's counsel to Respondent during the course of the parties' attempts to resolve this dispute.

On January 20, 2010, after Respondent's counsel declined to respond to repeated requests for dates during which Respondent would be available for deposition, Petitioner noticed Respondent's deposition for February 4, 2010. On February 1, 2010, Respondent's counsel notified Petitioner that Respondent would not be available to attend deposition on that date. After email exchanges between Petitioner's counsel and Respondent's counsel, Respondent's attorney agreed to make Respondent available for deposition on February 9, 2010, and Petitioner agreed to reschedule the deposition for that date.

Petitioner took Respondent's deposition on February 9, 2010 as agreed. During that deposition, Respondent offered testimony that, for the first time, gave Petitioner notice that there are bona fide issues with respect to whether Respondent has used the mark in question in connection with the services in Respondent's registration. Petitioner then notified Respondent's counsel of its intention to seek leave to amend its Petition of Cancellation in light of Respondent's deposition testimony. Respondent's counsel objected vigorously. Petitioner's counsel waited until Respondent received its official copy of the deposition transcript (which

was provided on March 3, 2010) and had a reasonable period of time to review that transcript. When no agreement was reached between the parties with respect to the Motion to Amend, Petitioner filed the motion on March 10, 2010.

On February 11, 2010, two days after Respondent's deposition, Petitioner served Petitioner's second set of discovery requests on Respondent, which requests were targeted to address issues newly raised in Respondent's deposition testimony and sought narrowed discovery in hopes of resolving objections to Petitioner's first set of discovery requests. The second set of requests included twelve new interrogatories and twenty-six additional document requests. The second set of requests also included one hundred fifty-four requests for admission, primarily targeted at narrowing the issues in this proceeding and resolving Petitioner's concerns regarding the lack of discovery provided by Respondent.

Prior to serving Petitioner's second set of discovery requests, Petitioner contacted Respondent's counsel in three emails (copies of which are included in Exhibit I) and spoke to Respondent's counsel via telephone, regarding the lack of substantive responses from Respondent. Respondent's counsel declined to respond to the email communications, which were sent on January 6, 2010, January 8, 2010 and February 1, 2010. When contacted by telephone, Respondent's counsel stated that he had no further documents to provide and that Respondent had no intentions to supplement her responses at that time. Respondent then required that Petitioner provide a detailed list of responses that Petitioner believed to be inadequate. In hopes that the responses to the Petitioner's second set of discovery requests, and in particular the responses to Petitioner's requests for admission, would narrow the issues in contention between the parties with respect to Respondent's discovery responses, Petitioner waited for Respondent's second set of responses.

Respondent's second set of responses were served on March 15, 2010. Based on those responses, Petitioner provided Respondent with a detailed list of responses that Petitioner believed to be inadequate (a copy of which is included in Exhibit I). Following the receipt of that email, Petitioner's counsel and Respondent's counsel conferred by telephone regarding the disputed responses. On March 24, Respondent's counsel informed Petitioner's counsel via telephone that Respondent would supplement her responses in ten days. Respondent's counsel declined, however, to provide any specific information regarding what new information and documents would be provided. In response to Petitioner's counsel's direct question regarding whether the documents that are the subject of the present motion would be provided with the supplemental responses, Respondent's counsel stated that he "did not know."

Repeatedly during the negotiations between counsel relating to the discovery issues, Petitioner's counsel noted that Respondent's delays in substantively responding to Petitioner's discovery requests would materially prejudice Petitioner's ability to meet its obligations under the scheduling order, and requested that Respondent stipulate to an extension of time in order to allow the discovery issues to be resolved. Respondent's counsel has consistently refused to consent to any extensions. In conversations between Respondent's counsel and Petitioner's counsel that took place prior to the filing of Petitioner's Motion to Compel, Respondent's counsel said that he would review the question of a stipulated motion for an extension of time with his co-counsel. During the conversation that took place on March 24, Respondent's counsel informed Petitioner's counsel that they refused to stipulate to any extension of time, regardless of the fact that Respondent agreed to supplement its discovery responses, and those supplemented responses would not be provided until after Petitioner's pre-trial disclosures were due.

Petitioner's counsel informed Respondent's counsel that, absent a stipulation to extend time at

least until the supplemented responses were made available, Petitioner would have no choice other than to compel disclosure and seek a suspension of the proceedings. Respondent's counsel repeated that Respondent would not stipulate to an extension of time.

Petitioner's Amended Motion to Compel

On April 6, 2010, Respondent's counsel informed Petitioner's counsel that Respondent would not be provided supplemented responses and documents as previously promised (see 4/6/2010 email included in Exhibit I). Petitioner again attempted to negotiate in good faith with Respondent's counsel in hopes of alleviating the need for filing of an amended motion to compel (see emails dated 4/6/2010 – 4/8/2010 included in Exhibit I). In this exchange, Petitioner also requested that Respondent provide verified responses to Petitioner's Second Set of Interrogatories and a signed copy of Respondent's deposition transcript. Petitioner's counsel also requested that Respondent's counsel narrow the designation of confidential material included in that transcript.

As of the date of the filing of this Amended Motion to Compel, Petitioner has not received any updated responses to Petitioner's First or Second Sets of Interrogatories to Respondent, any additional document production, verified responses to Petitioner's Second Set of Interrogatories, a signed copy of Respondent's deposition transcript, or a response to Petitioner's request that the designation of confidential material in that transcript be narrowed. Nor has Respondent committed to a date certain by which those deficiencies would be corrected. Accordingly, Petitioner has been left with no choice other than to seek recourse with the Board to resolve these outstanding discovery issues.

Petitioner's First Set of Interrogatories to Respondent

Petitioner respectfully argues that Respondent's responses to interrogatories 4, 5, 7, 8, and 10 to Petitioner's First set of Interrogatories to Respondent were insufficient. Copies of the interrogatories are attached hereto in Exhibit A and copies of Respondent's responses are attached hereto as Exhibit B.

Interrogatories 4 and 5 request the amounts spent by Respondent in advertising and promoting the services identified in the ENTELLECT registration between 2002 and 2009 and the revenue earned from the provision of such services. Respondent objected to each, arguing that such information is confidential and declined to provide any response. Given that the Protective Agreement is in place in this proceeding, Respondent's arguments of confidentiality are moot. Given that Respondent's advertising and promotion of the services identified in its registration and the extent to which Respondent provided such services (if at all) are clearly material to this proceeding, Petitioner respectfully requests that the Board enter an order compelling Respondent to provide the information requested.

Interrogatories 7 and 8 request the identities of persons for whom Respondent has provided the services listed in the subject registration and the number of people who have received such services. Respondent again objects to each, arguing that the information sought is confidential, and declines to provide any response. Information regarding the number and identities of Respondent's customers is material to both the Respondent's use of the mark and the existence of any actual confusion between the Respondent's mark and Petitioner's mark. Petitioner again respectfully argues that the Protective Agreement moots such objections and respectfully requests that the Board enter an order compelling Respondent to provide this information as well.

Interrogatory 10 requests the locations in which Respondent has promoted or offered the services that are the subject of the subject registration. Respondent responded that it offered such services in “Los Angeles AND other cities.” Respondent has since declined to identify such “other cities.” As the locations in which the services are offered and rendered are material to the Respondent’s use of the mark in interstate commerce and to the likelihood of confusion between Respondent’s mark and Petitioner’s mark, Petitioner respectfully requests that the Board enter an order compelling Respondent to provide the list of locations requested or an unambiguous statement that the services have only been offered and promoted in Los Angeles.

Petitioner’s Second Set of Interrogatories to Respondent

Petitioner’s Second Set of Interrogatories to Respondent and Respondent’s responses thereto are attached hereto as Exhibits C and D. Interrogatories 14, 15, 19, and 20 request that Respondent identify contracts between Respondent and third parties. The third parties are individuals identified by Respondent during her deposition. Petitioner believes that the testimony with respect those third parties suggests that Respondent will argue that, if Respondent herself does not offer the services that are the subject of the ENTELLECT registration, such third parties do so on her behalf. As such, agreements between Respondent and such third parties for delivery of services under the ENTELLECT mark are material to this proceeding and Petitioner is entitled to discovery on such agreements.

Petitioner’s instructions 3-6 make it clear that a proper response to a request to identify a contract or agreement requires specific information including descriptions of physical and electronic documents representing written contracts and descriptions of the terms and conditions of oral and implied contracts or agreements. In response to Petitioner’s request that Respondent identify contracts and agreements with those individuals, Respondent vaguely states that such

agreements exist, but refuses to identify them in any specific manner as instructed in the discovery request.

Interrogatories 16, 17, 18, and 21 request that Respondent describe the nature of the business relationship, if any, between Respondent and those third parties. In response, Respondent again vaguely asserts that agreements exist with these individuals, but fails to describe the business relationship in detail as requested.

Interrogatories 24 and 25 request that Respondent describe the terms and conditions of unwritten agreements between Respondent and named third parties relating to the services listed in the ENTELLECT registration. In response, Respondent argues that such information is confidential and again vaguely states that there are and have been such agreements, but fails to describe the terms and conditions of such agreements.

Petitioner respectfully argues that information pertaining to third parties (if any) that provide ENTELLECT brand services for Respondent, the nature of the agreements with such persons with respect to such services, and the terms and conditions of such agreements are material to Respondent's use or abandonment of the ENTELLECT mark. As such, Petitioner is entitled to detailed discovery on all such contracts, agreements and business relationships. Any argument that the requested information is confidential is mooted by the Protective Agreement approved by the Board. Accordingly, Petitioner respectfully requests that the Board enter an order compelling Respondent to provide detailed responses to interrogatories 14-21 and 24-25 of Petitioner's Second Set of Interrogatories to Respondent.

Petitioner's Requests for Documents

Petitioner's First Set of Requests for Production and Respondent's responses thereto are attached as Exhibits E and F. Petitioner's Second Set of Requests for Production and Respondents responses thereto are attached as Exhibits G and H.

In request number 7 of Petitioner's First Set of Requests for Production, Petitioner seeks documents including brochures and websites bearing the ENTELLECT mark prepared or disseminated by Respondent. In her response, Respondent inexplicably argues that such documents are confidential and irrelevant. Respondent then goes on to state that documents in her possession will be provided. To date, however, no such documents have been provided other than the business card and letterhead specimens available in the prosecution history of the subject registration.

Petitioner respectfully argues that documents showing Respondent's use of the registered mark to promote or advertise the services listed in the registration are material to the present proceeding. To the extent any such documents are confidential, Respondent's objection to providing such documents are moot in light of the Protective Agreement. Accordingly, Petitioner respectfully requests that the Board enter an order compelling Respondent to provide all such documents or an updated response to the request for production admitting that no such documents exist.

In request number 3 of Petitioner's First Set of Requests for Production, Petitioner seeks documents evidencing amounts spent advertising or promoting the services identified in the ENTELLECT registration. In her response, Respondent again argues that such documents are confidential, but goes on to state that documents in her possession will be provided. To date, however, no such documents have been provided. In Respondent's responses to Petitioner's

Requests for Admission, in her responses to requests number 127-140 (copies of Respondent's responses to which are attached as Exhibit J), Respondent admitted that she identified income earned and expenses incurred in connection with the registration that is the subject of this proceeding in her federal and state tax returns.

Given that no documents other than blank letterhead and business cards were produced to evidence actual advertising or delivery of the subject services, Petitioner specifically requested the tax returns that Respondent admits contain such information in requests 1 and 2 of Petitioner's Second Request for Production to Respondent. In her response to those requests, Respondent flatly refuses to provide such returns, even in light of the facts that (i) no other financial records have been provided, (ii) the approved Protective Agreement is in place, and (iii) Petitioner explicitly instructed that such returns could be reasonably redacted to protect financial information not related to Respondent's use of the mark (*see* Exhibit G at ¶5).

Petitioner respectfully requests that documents evidencing amounts spent promoting services under the subject mark and revenues earned for the provision of such services are material to the present proceeding and, including without limitation, whether Respondent actually offers services at all. Accordingly, Petitioner respectfully requests that the Board enter an order compelling Respondent to provide the requested documents or an updated response to the request for production admitting that no such documents exist.

Verified Interrogatory Responses and Deposition Transcript

Unfortunately, the discovery disputes between the parties are not limited to Respondent's failure to provide documents and interrogatory responses to which Petitioner is entitled. Additionally, as of the date of this motion, Respondent has declined to provide verified responses to Petitioner's Second Set of Interrogatories or a signed copy of the transcript of the deposition

taken on February 9, 2010. Nor has Respondent's counsel been willing to state when such signed copies will be forthcoming (see emails dated 4/6/2010 - 4/8/2010 in Exhibit I).

In addition, during the deposition that was taken on February 9, Respondent's counsel designated testimony appearing on pages 109-152 of the deposition transcript as confidential. Petitioner has since requested that Respondent narrow its designation of confidential information to those specific pages containing confidential information (see emails dated 4/6/2010 – 4/8/2010 in Exhibit I). To date, Respondent has not responded to those requests.

Petitioner, therefore, respectfully requests that the Board enter an order compelling Respondent to provide verified responses to Petitioner's Second Set of Interrogatories to Respondent and a verified copy of the transcript of Respondent's deposition. Petitioner further respectfully requests that Respondent be compelled to either narrow the designation of confidential material in the deposition transcript or provide a definitive refusal to do so, together with the basis for such refusal.

Respondent's Undertaking to Supplement Responses

As noted in Petitioner's Motion to Compel, Respondent's counsel previously stated that Respondent will "supplement her responses." Respondent's counsel, however, never agreed to provide the documents that were the subject of the original motion, instead making only vague statements that some sort of supplementation would be forthcoming. Since the filing of the original motion to compel, Respondent's counsel has withdrawn even that vague offer (see email dated 4/6/2010 in Exhibit I) to provide additional responses and documents. No supplemental responses have been received as of the date of this amended motion.

Conclusion

Petitioner respectfully argues that it is entitled to information and documents sought as

they are material to this proceeding. Petitioner's requests are particularly reasonable given the issues of non-use raised in Respondent's deposition and addressed more fully in Petitioner's Motion to Amend, which includes relevant excerpts from the transcript of Respondent's deposition.

Petitioner further argues that Respondent's lack of disclosure to date, together with Respondent's refusal to state whether or not the requested documents will be provided, Respondent's withdraw of her offer to voluntarily provide supplemented responses, Respondent's failure to provide verified interrogatory responses and transcripts, and Respondent's refusal to respond to Petitioner's request to narrow the designation of confidential material in the deposition transcript, are all in conflict with Respondent's discovery obligations under the rules of the Board and the applicable Federal Rules of Civil Procedure. While Petitioner has repeatedly attempted to resolve these issues in good faith, Respondent's responses have made it clear that these issues will not be adequately resolved absent an order from the Board compelling Respondent to provide the documents, information, and verified copies requested by Petitioner.

WHEREFORE, Petitioner respectfully requests that the Board grant this Amended Motion to Compel Discovery.

Date: 4/26/2010

Respectfully submitted,



William G. Giltinan
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P.O. Box 3239
Tampa, FL 33601-3239
(813) 223-7000
Attorney for Petitioner

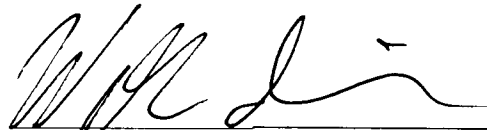
CERTIFICATE OF SERVICE

I hereby certify that I served the foregoing Petitioner's Amended Motion to Compel counsel at the following addresses:

Surjit P. Soni
Ronald E. Perez
WooSoon Choe
The Soni Law Firm
35 N. Lake Ave. #720
Pasadena, CA 91101

via First Class United States Mail, postage prepaid, and deposited with the United States Postal Service on April 26, 2010.

Dated: April 26, 2010


William G. Giltinan

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In re: Registration No. 3,009,990
Trademark: ENTELLECT
Registered November 1, 2005

INTELLECT TECHNICAL SOLUTIONS, INC.

Petitioner,

v.

MILENA SONI,

Respondent.

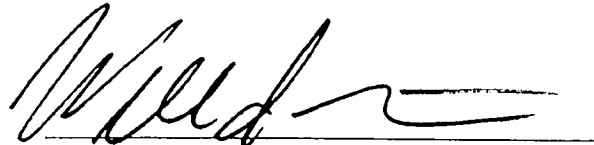
Cancellation No.: 92050920

**PETITIONER'S NOTICE OF SERVING FIRST SET OF
INTERROGATORIES TO RESPONDENT**

Pursuant to TTAB Rule 2.120, Petitioner, Intellect Technical Solutions, Inc. propounds the following written interrogatories to be answered by Respondent Milena Soni separately and fully in writing under oath within thirty (30) days after service hereof. These interrogatories are intended to be continuing in nature and effect and to require supplementary responses with respect to any and all information falling within the scope of each interrogatory that may come into the knowledge, custody, control, or possession of Soni, subsequent to Respondent's responses hereto before the final hearing in the matter.

Respectfully submitted,

Date: 10/5/09



William G. Giltinan
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(813) 223-7000
Attorney for Petitioner

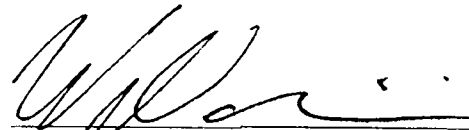
CERTIFICATE OF SERVICE

I hereby certify that I served the foregoing Petitioner's Initial Disclosures on respondent's counsel at the following addresses:

Surit Paul Singh Soni
Ronald E. Perez
WooSoon Choe
The Soni Law Firm
35 N. Lake Ave. #720
Pasadena, CA 91101

via First Class United States Mail, postage prepaid, and deposited with the United States Postal Service on October 5, 2009.

Dated: 10 5, 2009



William G. Giltinan

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In re: Registration No. 3,009,990
Trademark: ENTELLECT
Registered November 1, 2005

INTELLECT TECHNICAL SOLUTIONS, INC.

Petitioner,

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**PETITIONER'S FIRST SET OF
INTEROGATORIES TO RESPONDENT**

INSTRUCTIONS

In each instance where an Interrogatory is answered on information and belief, it is requested that the Respondent set forth the basis for such information and belief.

In each instance where the Respondent denies knowledge or information sufficient to answer the Interrogatory, it is requested that the Respondent set forth the name and address of each person, if any, known or reasonably believed to have such knowledge.

In each instance where the existence of a document is disclosed, the Respondent is requested to identify such document or attach a copy of such document to the answer. If such document is not in the Respondent's possession or control, it is requested that the Respondent state the name and address of each person known or reasonably believed to have possession or

control of a copy of such document, and identify which documents are in such person's possession or control.

Should Respondent deem to be privileged any documents concerning which information or inspection is requested by any of the following interrogatories, Respondent shall identify such documents and additionally shall indicate that Respondent claims privilege therefor, briefly state the grounds on which the claim of privilege rests, identify who is making the claim of privilege, and identify the portion of the document to which the claim extends. Further, Respondant shall identify the extent, if any, that the document contains:

1. authorizations to file applications and/or take other steps to obtain a trademark registration;
2. documents or information for submission to the U. S. Patent and Trademark Office and/or appearing in the public record of any application file;
3. compendiums of filing fees and requirements for registration or applications for registration in the United States or any foreign country;
4. resumes of applications filed or registrations obtained or rejected;
5. information communicated to an attorney primarily for aid in completing or prosecuting trademark applications;
6. business advice;
7. communications not made in confidence or whose confidentiality has been waived;
8. documents written by or obtained from third parties;

9. communications which passed through an attorney who acted as a conduit for a third party or for a file; and

10. transmittal letters or acknowledgement of receipt letters,

all in order that Petitioner may have the factual basis to determine whether such documents are, in fact, privileged.

DEFINITION OF TERMS

A. As used in these interrogatories, unless otherwise specifically indicated, the term “Soni” refers to (i) Respondent Milena Soni, (ii) any corporation or other business entity controlled by Milena Soni, and (iii) any corporation or other business entity through which Milena Soni offers services in connection with any trademark, service mark, or trade name identical or similar to the ENTELLECT mark.

B. In the following interrogatories, the terms “possession” and “control” are used in a comprehensive sense and refer to possession or control by any one or combination of the following persons or corporations:

1. Soni;
2. any employee, agent, or consultant of or for Soni; and
3. counsel for Soni.

C. In the following interrogatories, the term “documents” is also used in a comprehensive sense and includes, without limitation, letters, e-mails, intra-corporate communications, reports, memoranda, minutes, bulletins, circulars, instructions, work assignments, notebooks, sketches, drawings, photographs, prints, drafts, worksheets, advertisements, catalogues, invoices, signs, non-paper information storage, and other writings and electronic records of any nature; including copies or electronic or mechanical or photocopy

reproduction or any or all of the foregoing items, as well as copies of non-paper information storage means such as tape, film, and computer memory device in readable form. Where such items are copies and contain any marking not appearing on the original, or are altered from the original, then such items shall be considered to be separate original documents.

D. Whenever in the following interrogatories a request is made to identify documents, the term “identify” means to tabulate each document in the designated category, supplying separately as to each such document the following information:

1. the type of document (e.g., letter, notebook, etc.) and the number of pages of which it consists;
2. the date of the document, if any (and if no date appears thereon, the answer shall so state and shall give the date or approximate date that such document was prepared);
3. the date on which the document came into Soni’s possession or control, if different from the date appearing on the document itself;
4. the name and title of the signer of the document and the name and title of the author, if different from that of the signer (and if it was not signed, the answer shall so state and shall give the name and title of the person who prepared it, if known, and if not known, the answer shall so state);
5. the name and title of each recipient or addressee of such document (whether specifically named therein or not) who received copies of the document, either at the time of initial distribution or any subsequent time;
6. a brief summary of the subject matter of the document; and

7. the present whereabouts of the document and the name and address of the custodian thereof.

Whenever in the following interrogatories a request to identify documents appears, the Respondent may, if she wishes, produce for inspection and copying by Petitioner's counsel, true and correct copies of the documents as they are kept in the usual course of business or organized and labeled to correspond with the categories in the request, of which a list is requested; and such production of copies will be accepted as compliance with such request.

E. Whenever in the following interrogatories a request is made to identify persons, the term "identify" means to give for each such person the full name, the position at the relevant time, the present or last known residence address, and the present or last known business position, affiliation and address. In each instance where a business entity is identified in response to an interrogatory, give the full name and address of such entity.

F. As used in these interrogatories, the terms "trademark" and "mark" include a trademark or a service mark used in connection with services as well as on goods; unless a contrary meaning is clear from the context.

G. The term "ENTELLECT registration" in these interrogatories shall refer to United States Trademark Registration 3,009,990.

H. The terms "Soni's alleged mark" or "the ENTELLECT mark" in these interrogatories shall mean the service mark identified in the ENTELLECT registration.

I. Reference to uses of the ENTELLECT mark in these interrogatories shall include trademark, service mark and trade name usages of the term ENTELLECT as identified in the ENTELLECT registration.

J. “Employment counseling,” “recruiting,” “career counseling” and other terms used in the description of services in the ENTELLECT registration shall have the same meaning in these interrogatories as they have in the ENTELLECT registration.

K. The word “person” means any natural person, partnership, association, proprietorship, joint venture, corporation, governmental agency, or other organization or legal or business activity.

L. The connectives “and” and “or” are to be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside of its scope.

M. The term “date” means the exact day, month, and year, if ascertainable, or, if not, the best approximation thereof (including relationship to other events). In each response, the Respondent shall indicate whether the date is exact or an approximation.

N. These interrogatories shall be deemed to seek responses as of the date they are served and to be continuing. Any additional responsive information which becomes known to Soni, up to and including the close of the testimony periods herein, shall be furnished to Defendants within a reasonable time after such information becomes known to Soni.

INTERROGATORIES

INTERROGATORY NO. 1: State the date on which Soni first began offering services under the ENTELLECT mark and identify all documents in Soni's possession that evidence Soni's use of the mark ENTELLECT in commerce between that date and August 6, 2003.

RESPONSE NO. 1:

INTERROGATORY NO. 2: Describe all means by which Soni used the ENTELLECT mark as a trademark, service mark or trade name prior to August 6, 2003.

RESPONSE NO. 2:

INTERROGATORY NO. 3: Describe all means by which Soni has used the ENTELLECT mark as a service mark in connection with the services identified in the ENTELLECT registration for international classes 35 and 41, in each year between 2002 and 2009, including a specific description of the media utilized.

RESPONSE NO. 3:

INTERROGATORY NO. 4: List by year the amount (in U.S. dollars) spent by Soni on advertising and promoting the services identified in the ENTELLECT registration for international classes 35 and 41, in each year between 2002 and 2009.

RESPONSE NO. 4:

INTERROGATORY NO. 5: List by year the amount (in U.S. dollars) of revenue earned by Soni from providing the services identified in the ENTELLECT registration for international classes 35 and 41, in each year between 2002 and 2009.

RESPONSE NO. 5:

INTERROGATORY NO. 6: Identify all persons known or reasonably believed to have knowledge of Soni's use of the ENTELLECT mark as a trademark, service mark, or trade name prior to August 6, 2003.

RESPONSE NO. 6:

INTERROGATORY NO. 7: Identify all persons for whom Soni has provided employment counseling, recruiting and/or career counseling services during the years of 2002, 2008 and 2009.

RESPONSE NO. 7:

INTERROGATORY NO. 8: List by year the number of persons for whom Soni has found employment by virtue of recruiting services offered in connection with Soni's alleged mark for each year between 2002 and 2009.

RESPONSE NO. 8:

INTERROGATORY NO. 9: Describe in detail all services Soni has offered in connection with the ENTELLECT mark between the years 2002 and 2009.

RESPONSE NO. 9:

INTERROGATORY NO. 10: Identify all locations (by city, town or municipality) in which Soni has advertised, promoted or offered recruiting, employment counseling, or career counseling services between the years of 2002 and 2009.

RESPONSE NO. 10:

INTERROGATORY NO. 11: Identify all persons who participated in preparing responses to these Interrogatories or to Petitioner's First Request for Production to Respondent.

RESPONSE NO. 11:

INTERROGATORY NO. 12: Identify all persons from whom Respondent intends to or may obtain testimony in support of her position in this cancellation proceeding.

RESPONSE NO. 12:

INTERROGATORY NO. 13: Identify all documents Respondent intends to or may use in support of her position in this cancellation proceeding.

RESPONSE NO. 13:

CERTIFICATION

I HEREBY CERTIFY that all of the above answers are true and complete to the best of my knowledge and belief.

By: _____
Milena Soni

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared _____, well known to me to be the person acknowledging before me the execution of the foregoing to be his/her free and voluntary act and deed for the uses and purposes and in the capacity therein stated and expressed.

WITNESS my hand and official seal at _____,
County, _____, this _____ day of _____, 200____.

Notary Public

My Commission Expires:

COPY

Respondent.

)
)
)
) CANCELLATION NO.: 92050920
)
)
) Reg. No. 3,009,990
)
)
)

REC'D NOV 31 2009

GENERAL OBJECTIONS

All of the following general objections are included in each of the responses to these interrogatories:

1. RESPONDENT objects to PETITIONER'S interrogatories insofar as they seek information not relevant to the subject matter of this action and are not reasonably calculated to lead to the discovery of admissible evidence.

2. RESPONDENT objects to PETITIONER'S interrogatories insofar as they seek the work product, mental impressions, conclusions, opinions or legal theories developed by RESPONDENT'S attorneys in connection with or in anticipation of this or other litigation or business transactions.

3. RESPONDENT objects to PETITIONER'S interrogatories insofar as they seek information protected by the attorney-client privilege or any other applicable privilege.

4. RESPONDENT objects to PETITIONER'S interrogatories insofar as they seek information not relevant to specific allegations in PETITIONER'S Petition for Cancellation.

5. RESPONDENT objects to each and every one of the interrogatories to the extent that they seek information not in RESPONDENT'S possession, custody, or control on the grounds that they are unduly burdensome and oppressive.

6. To the extent that any interrogatory calls for information already in the possession of or equally available to PETITIONER or its counsel, RESPONDENT objects to that interrogatory as unnecessary, unduly burdensome and oppressive,

and constituting annoyance, harassment, and oppression of
RESPONDENT.

7. RESPONDENT will make reasonable effort to respond to each interrogatory to the extent that no objection is made, as RESPONDENT understands and interprets the interrogatory. If PETITIONER subsequently asserts any interpretation of any interrogatory that differs from that of RESPONDENT, RESPONDENT reserves the right to supplement his objections and responses accordingly.

8. RESPONDENT objects to PETITIONER'S interrogatories insofar as they seek information protected by the rights of privacy of RESPONDENT and its employees, customers, owners, or representatives under the United States Constitution or other applicable law.

9. "AND," as well as "OR," shall be construed either disjunctively or conjunctively; the term "INCLUDING" means "including but not limited to"; the word "ALL" means "any and all; the past tense shall include the present tense; the single shall be deemed to include the plural and vice versa, all as is necessary to bring within the scope of these requests all matters which might otherwise be construed to be outside their scope.

RESPONDENT'S RESPONSES

INTERROGATORY NO. 1:

State the date on which Soni first began offering services under the ENTELLECT mark and identify all documents in Soni's possession that evidence Soni's use of the mark ENTELLECT in commerce between that date and August 6, 2003.

RESPONSE TO INTERROGATORY NO. 1:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above. RESPONDENT further objects to this interrogatory as compound.

Subject to and without waiving the foregoing objections, RESPONDENT responds as follows:

(1a) The date on which RESPONDENT first began offering services under the ENTELLECT mark was May 1, 2002.

(1b) For the documents evidencing RESPONDENT'S use of the ENTELLECT mark, RESPONDENT refers PETITIONER to the specimens submitted to USPTO for RESPONDENT'S application for Federal Registration, which has been issued as Fed. Reg. No. 3,009,990, covering "employment counseling and recruiting, business consultation, business management and consultation, business management consultation, personnel management consultation, psychological testing for the selection of personnel."

Discovery and investigation are ongoing. RESPONDENT reserves the right to supplement her response to this interrogatory.

INTERROGATORY NO. 2:

Describe all means by which Soni used the ENTELLECT mark as a trademark, service mark or trade name prior to August 6, 2003.

RESPONSE TO INTERROGATORY NO. 2:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above. RESPONDENT objects to this interrogatory on the basis that the term "means" is vague and ambiguous. RESPONDENT further objects to this interrogatory as compound.

Subject to and without waiving the foregoing objections, RESPONDENT responds as follows:

The ENTELLECT mark was used as a service mark for the services identified in RESPONDENT'S Fed. Reg. No. 3,009,990 by being imprinted in letterheads AND business cards, AND by being transmitted to potential customers by word of mouth.

Discovery and investigation are ongoing. RESPONDENT reserves the right to supplement her response to this interrogatory.

INTERROGATORY NO. 3:

Describe all means by which Soni has used the ENTELLECT mark as a service mark in connection with the services identified in the ENTELLECT registration for international classes 35 and 41, in each year between 2002 and 2009, including a specific description of the media utilized.

RESPONSE TO INTERROGATORY NO. 3:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth

above. RESPONDENT objects to this interrogatory on the basis that the term "means" is vague and ambiguous. RESPONDENT further objects to this interrogatory as compound.

Subject to and without waiving the foregoing objections, RESPONDENT responds as follows:

The ENTELLECT mark was used as a service mark for the services identified in RESPONDENT'S Fed. Reg. No. 3,009,990 by being imprinted in letterheads AND business cards, AND by being transmitted to potential customers by word of mouth.

Discovery and investigation are ongoing. RESPONDENT reserves the right to supplement her response to this interrogatory.

INTERROGATORY NO. 4:

List by year the amount (in U.S. dollars) spent by Soni on advertising and promoting the services identified in the ENTELLECT registration for international classes 35 and 41, in each year between 2002 and 2009.

RESPONSE TO INTERROGATORY NO. 4:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above. RESPONDENT objects to this interrogatory insofar as it seeks information regarding confidential business transactions and financial information that is protected by both the California Constitution, Article 1, Section 1, and the rights of privacy of RESPONDENT under the United States Constitution or other applicable law. REGISTRANT further objects to this

interrogatory as compound.

Discovery and investigation are ongoing. RESPONDENT reserves the right to supplement her response to this interrogatory.

INTERROGATORY NO. 5:

List by year the amount (in U.S. dollars) of revenue earned by Soni from providing the services identified in the ENTELLECT registration for international classes 35 and 41, in each year between 2002 and 2009.

RESPONSE TO INTERROGATORY NO. 5:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above. RESPONDENT objects to this interrogatory insofar as it seeks information regarding confidential business transactions and financial information that is protected by both the California Constitution, Article 1, Section 1, and the rights of privacy of RESPONDENT under the United States Constitution or other applicable law. RESPONDENT further objects to this interrogatory as compound.

RESPONDENT reserves the right to provide the information by producing documents under Fed. R. Civ. P. 33(b).

Discovery and investigation are ongoing. RESPONDENT reserves the right to supplement her response to this interrogatory.

INTERROGATORY NO. 6:

Identify all persons known or reasonably believed to have knowledge of Soni's use of the ENTELLECT mark as a trademark, service mark, or trade name prior to August 6, 2003.

RESPONSE TO INTERROGATORY NO. 6:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above. RESPONDENT objects to this request as burdensome and oppressive, and as seeking trade secret customer list information, to the extent the interrogatory inartfully seeks the identity of "all" persons with knowledge of "use" of RESPONDENT'S mark. This inartful wording would require the identification of potentially hundreds of consumers who were contacted by RESPONDENT or have received and seen any advertisement regarding the services RESPONDENT has been providing in connection with the ENTELLECT mark. RESPONDENT further objects to this interrogatory as compound.

Without waiving the foregoing objections, RESPONDENT responds to this interrogatory as follows:

(1) One person with knowledge of RESPONDENT'S "use" of the mark is Surjit P. Soni. Mr. Soni's current business address is: c/o The Soni Law Firm. Mr. Soni's position at the time of relevant knowledge was a lawyer as well as the principal of The Soni Law Firm.

(2) Another person that may have knowledge of RESPONDENT'S "use" of the mark is Michael E Hoffman. Mr. Hoffman's position at the time of relevant knowledge was a

lawyer representing RESPONDENT'S interests in the ENTELLECT mark while he was employed by The Soni Law Firm. Mr. Hoffman's current business address is unknown; however, he was a patent attorney registered with the USPTO.

(3) Another person that may have knowledge of RESPONDENT'S "use" of the mark is Brian M. Carpenter. Mr. Carpenter's position at the time of relevant knowledge was a lawyer representing RESPONDENT'S interests in the ENTELLECT mark while he was employed by The Soni Law Firm. Mr. Carpenter's last known business address is: c/o the Fairchild Industrial Products Company, 3920 West Point Blvd., Winston-Salem, NC 27103, Cell: (336) 659-3400, Fax: (336) 659-9323.

Discovery and investigation are ongoing. RESPONDENT reserves the right to supplement her response to this interrogatory.

INTERROGATORY NO. 7:

Identify all persons for whom Soni has provided employment counseling, recruiting and/or career counseling services during the years of 2002, 2008 and 2009.

RESPONSE TO INTERROGATORY NO. 7:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above. RESPONDENT objects to this request as seeking customer list information that would constitute trade secret. RESPONDENT objects to this request as burdensome and oppressive to the

extent the interrogatory inartfully seeks the identity and current and past addresses of "all" persons for whom RESPONDENT provided relevant services. This inartful wording would require the identification, including their addresses, of potentially hundreds of consumers who received services RESPONDENT has been providing in connection with the ENTELLECT mark.

Discovery and investigation are ongoing. RESPONDENT reserves the right to supplement her response to this interrogatory.

INTERROGATORY NO. 8:

List by year the number of persons for whom Soni has found employment by virtue of recruiting services offered in connection with Soni's alleged mark for each year between 2002 and 2009.

RESPONSE TO INTERROGATORY NO. 8:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above. RESPONDENT objects to this request as seeking customer list information that would constitute trade secret.

Discovery and investigation are ongoing. RESPONDENT reserves the right to supplement her response to this interrogatory.

INTERROGATORY NO. 9:

Describe in detail all services Soni has offered in connection with the ENTELLECT mark between the years 2002 and 2009.

RESPONSE TO INTERROGATORY NO. 9:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

Without waiving the foregoing objections, RESPONDENT responds to this interrogatory as follows:

RESPONDENT has offered employment counseling and recruiting, business management coaching, business management consultation, personnel management consultation, and career & psychological counseling and testing services between the years 2002 and 2009.

INTERROGATORY NO. 10:

Identify all locations (by city, town or municipality) in which Soni has advertised, promoted or offered recruiting, employment counseling, or career counseling services between the years of 2002 and 2009.

RESPONSE TO INTERROGATORY NO. 10:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above. RESPONDENT further objects to this interrogatory as compound.

Without waiving the foregoing objections, RESPONDENT responds to this interrogatory as follows:

RESPONDENT has offered recruiting, employment counseling AND career counseling services in Los Angeles AND other cities.

Discovery and investigation are ongoing. RESPONDENT

reserves the right to supplement her response to this interrogatory.

INTERROGATORY NO. 11:

Identify all persons who participated in preparing responses to these interrogatories or to Petitioner's First Request for Production to Respondent.

RESPONSE TO INTERROGATORY NO. 11:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above. RESPONDENT further objects to this interrogatory as compound.

Without waiving the foregoing objections, RESPONDENT responds to this interrogatory as follows:

RESPONDENT (who may be contacted only through RESPONDENT'S counsel at The Soni Law Firm) and RESPONDENT'S counsel.

INTERROGATORY NO. 12:

Identify all persons from whom Respondent intends to or may obtain testimony in support of her position in this cancellation proceeding.

RESPONSE TO INTERROGATORY NO. 12:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above. RESPONDENT objects to this interrogatory as being premature.

Without waiving the foregoing objections, RESPONDENT responds

to this interrogatory as follows:

Those from whom testimony to support RESPONDENT'S position may be obtained INCLUDE RESPONDENT and Surjit P. Soni, who may be contacted only through RESPONDENT'S counsel at The Soni Law Firm.

If RESPONDENT retains an expert to testify, the disclosures required by Fed. R. Civ. P. 26(a)(2)(B) and the TTAB Rules will be provided in accordance with those rules.

Discovery and investigation are ongoing. REGISTRANT reserves the right to supplement her response to this interrogatory.

INTERROGATORY NO. 13:

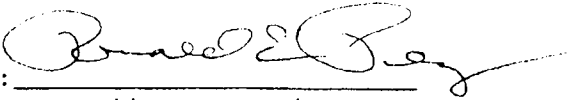
Identify all documents Respondent intends to or may use in support of her position in this cancellation proceeding.

RESPONSE TO INTERROGATORY NO. 13:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above. RESPONDENT objects to this interrogatory as being premature.

Discovery and investigation are ongoing. REGISTRANT reserves the right to supplement her response to this interrogatory.

Dated: November 9, 2009

By: 
Surjit P. Soni
Ronald E. Perez
Woo Soon Choe
Attorneys for RESPONDENT,
Milena Soni

CERTIFICATION

I HEREBY CERTIFY that each of the answers to the foregoing
interrogatories are true and complete to the best of my knowledge and belief.

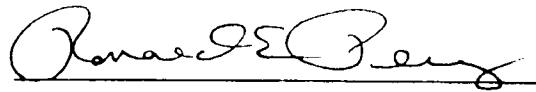
Date _____

Milena Soni

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the foregoing document entitled **RESPONDENT'S RESPONSE TO PETITIONER'S FIRST SET OF INTERROGATORIES** was served upon the Petitioner via First-Class Mail on this 9th day of November 2009, as follows:

William Giltinan
Carlton Fields, P.A.
PO Box 3239
Tampa FL 33601-3239

A handwritten signature in cursive script, appearing to read "Ronald E. Perez", written over a horizontal line.

Ronald E. Perez

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In re: Registration No. 3,009,990
Trademark: ENTELLECT
Registered November 1, 2005

INTELLECT TECHNICAL SOLUTIONS, INC.

Petitioner,

v.

MILENA SONI,

Respondent.

Cancellation No.: 92050920

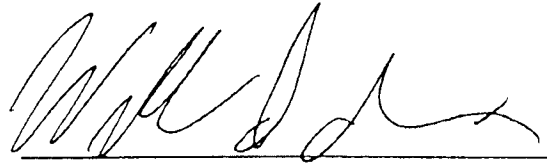
**PETITIONER'S NOTICE OF SERVING SECOND SET OF
INTERROGATORIES TO RESPONDENT**

Pursuant to TTAB Rule 2.120, Petitioner Intellect Technical Solutions, Inc. propounds the following written interrogatories to be answered by Respondent Milena Soni separately and fully in writing under oath within thirty (30) days after service hereof. These interrogatories are intended to be continuing in nature and effect and require supplementary responses with respect to any and all information falling within the scope of each interrogatory that may come into the knowledge, custody, control, or possession of Respondent, subsequent to Respondent's responses hereto before the final hearing in the matter.

EXHIBIT C

Respectfully submitted,

Date: Feb. 11, 2010



William G. Giltinan
Carlton Fields, P.A.
P.O. Box 3239
Tampa, FL 33601-3239
(813) 223-7000
Attorney for Petitioner

CERTIFICATE OF SERVICE

I hereby certify that I served the foregoing Petitioner's Notice of Serving Second Set of Interrogatories to Respondent on respondent's counsel at the following addresses:

Surjit P. Soni
Ronald E. Perez
WooSoon Choe
The Soni Law Firm
35 N. Lake Ave. #720
Pasadena, CA 91101

via Federal Express Overnight Delivery and First Class United States Mail, postage prepaid, and deposited with the United States Postal Service on February 11, 2010.

Dated: February 11, 2010



G. Warren Bleeker

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In re: Registration No. 3,009,990
Trademark: ENTELLECT
Registered November 1, 2005

INTELLECT TECHNICAL SOLUTIONS, INC.

Petitioner,

v.

MILENA SONI,

Respondent.

Cancellation No.: 92050920

**PETITIONER'S SECOND SET OF
INTERROGATORIES TO RESPONDENT**

TO RESPONDENT and its Counsel of Record:

Intellect Technical Solutions, Inc. (Petitioner), pursuant to TTAB Rule 2.120 and Rule 33 of the Federal Rules of Civil Procedure, requests that Milena Soni (Respondent) answer the interrogatories set forth below.

Please read the following definitions and instructions carefully. They apply to all interrogatories in this Petitioner's Second Set of Interrogatories to Respondent.

DEFINITIONS

A. As referred to herein, the terms "Respondent", "You", "Your", and "Yours" mean not only Respondent Milena Soni but also any predecessors in title or interest to, and any persons who are, or were at any time to which the claims involved in this case relate, in control or otherwise associated with any of the foregoing, as well as any divisions or subsidiaries, and attorneys, agents, employees, salesmen or representatives of any of the foregoing (including

without limitation Surjit P. Soni, counsel of record in this Cancellation), whether independent contractors, agents, or otherwise, including all persons purporting to act on behalf of Respondent Milena Soni. The terms "Respondent", "You", "Your", and "Yours" also includes any and all businesses, entities, partnerships, organizations or associations (i) that Milena Soni owns or controls and that performs or has performed any of the Disputed Services, (ii) for which Milena Soni has performed any of the Disputed Services as an owner, officer, member, manager, board member, employee, agent or contractor, or (iii) through which Milena Soni has offered to perform any of the Disputed Services.

B. The term "Respondent's Affiliates" means any predecessors in title or interest to the ENTELLECT Mark, and any persons who are, or were at any time to which the claims involved in this proceeding relate, an employee, affiliate, attorney, agent, salesmen, business partner or representative of Respondent, whether independent contractor, agent, or otherwise, including all persons purporting to act on behalf of Respondent in connection with performance of the Disputed Services and including, without limitation Surjit P. Soni, counsel of record in this Cancellation.

C. The term "Including" means "including but not limited to."

D. The term "All" means "any and all."

E. "Communication" means the act or fact of communicating between or among any persons, including in-person conversations, telephone conversations, letters, memoranda, notes, summaries, photographs, audiotapes, videotapes, or other materials or memorials of communication, meetings or occasions of joint or mutual presence, as well as transfer of any document or writing from one person to another.

F. "Facts" means all circumstances, events and evidence pertaining to or concerning the item in question.

G. "Supporting" means tending to prove, establish or corroborate.

H. The term "Identify" unless otherwise expressly indicated, means, with respect to individual persons, to provide the full name, present or last-known business and residence addresses (or last-known residence and principal place of business), telephone number and present or last-known title or position, and business name of such person; and, with respect to documents, means to provide a description of each document sufficient to support a request for production and including at least the following:

1. the date of the document, or, if it does not have a date, the date of its preparation;
2. the name, residence and business address, telephone number, and business position or title of the person who authorized or prepared the document, and the person who signed it or under whose name the document was issued, if any;
3. the name, residence, telephone number, business address and business position of (a) each person to whom the document was addressed, (b) each person to whom the document was distributed, and (c) each person who is reasonably believed to presently be in possession, custody or control of the document; and
4. a summary of the subject matter of such document with sufficient particularity to reveal and make understandable the subject matter and substance thereof.

I. The term "Cancellation" means the Petition for Cancellation filed by Petitioner in this proceeding, namely Cancellation No. 92050920 in the United States Patent and Trademark Office, and all of the allegations therein.

J. The designation "USPTO" means the United States Patent and Trademark Office.

K. The term "Respondent's Registration" means United States ("U.S.") Registration No. 3,009,990 for ENTELLECT, issuing from the USPTO trademark application having serial no. 76/539,434.

L. The term "ENTELLECT Mark" means the term (for example, but not limited to, mark, service mark, trademark, trade mark or trade name) that is the subject of Respondent's Registration.

M. The term "Date of First Use" refers to the earliest date of use of a trademark or service mark by the first sale of a product or service in conjunction with the mark, as well as any other date on which such use of such a mark was recommenced after use of the mark was discontinued for more than one month.

N. The term "Disputed Services" means the services set forth in the Respondent's Registration.

INSTRUCTIONS

1. In answering these interrogatories, Respondent is required to furnish All information in the possession of any agent, employee, representative (including, without limitation, attorneys and accountants, including without limitation Surjit P. Soni), or any other person acting or purporting to act for or on behalf of Respondent or in concert with Respondent.
2. An interrogatory calling for the identification of a person is a request that Respondent Identify such person (whether a natural person, corporation or other entity) by name; current business and residence addresses; and current business and residence telephone numbers.
3. An interrogatory calling for the identification of a document is a request that Respondent Identify All documents meeting the description set forth in the interrogatory.
4. An interrogatory calling for the identification of an oral communication is a request that Respondent Identify All parties to such oral communication; Identify All persons present at the time such oral communication took place; state the date of such oral communication; state the place of such oral communication; state the substance of such oral communication; and state

whether Respondent has knowledge of any document, record or recording of such oral communication and, if so, to Identify any such document, record or recording.

5. An interrogatory calling for the identification of a contract or agreement is a request that Respondent Identify all documents that memorialize the terms and conditions of All written contracts and agreements meeting the description set forth in the interrogatory (whether signed or not), and Identify all unwritten contracts and agreements meeting the description set forth in the interrogatory.

6. An interrogatory calling for the identification of an unwritten contract or agreement is a request that Respondent Identify All parties to such contract or agreement; state the date on which the contract or agreement became effective, state whether or not the contract or agreement is in effect as of the date of Respondent's response to the interrogatory and, if not, the date on which the contract or agreement terminated, state whether the contract or agreement is an oral agreement, an oral contract, a contract implied by fact, or a contract implied by law, state the terms and conditions of such contract or agreement, and Identify any documents that Respondent reasonably believes memorialize any or All of the terms and conditions of such contract or agreement.

7. An interrogatory calling for the "basis" of any statement, allegation, or answer is a request that Respondent state and Identify completely all sources upon which such statement, allegation or answer is predicated; and state and Identify completely every act, omission, conduct, event, transaction, document, meeting or occasion about which you have knowledge or information, which forms the predicate for any such statement, allegation or answer. If your "basis" in answering any interrogatory consists in whole or in part of any document, oral communication, inference or chain of reasoning, or references any person, Identify and describe such document, oral communication, inference, chain of reasoning or person.

8. These interrogatories shall be deemed to be continuing so as to require further and supplemental responses in the event additional information is obtained or discovered between the time of the initial responses and the time of a motion, hearing, testimony period, trial or other event in this proceeding.

9. If objection is made to any part of a particular interrogatory, that part should be specified (together with the particular grounds for the objection), and any other portion of the interrogatory to which no objection is made should be answered.

10. If any interrogatory set forth herein is objected to on the grounds of privilege, specify the specific privilege upon which such objection is based, provide sufficient information to permit an evaluation of the propriety of the claim of privilege, and further provide All information responsive to the interrogatory which does not fall within the claim of privilege.

INTERROGATORIES

INTERROGATORY NO. 14:

Identify all contracts and agreements between Respondent and Potentials Developments, Inc. or any person or entity reasonably believed by Respondent to be doing business as "Potentials Developments, Inc."

INTERROGATORY NO. 15:

Identify all contracts and agreements between Respondent and Patrick R. Neils or between Respondent and any business entity reasonably believed by Respondent to be owned, operated, or controlled by Patrick R. Neils.

INTERROGATORY NO. 16:

Describe in detail the nature of the business relationship between Respondent and Potentials Developments, Inc. or any person or entity reasonably believed by Respondent to be doing business as "Potentials Developments, Inc."

INTERROGATORY NO. 17:

Describe in detail the nature of any business relationship between Respondent and Patrick R. Neils.

INTERROGATORY NO. 18:

Describe in detail the nature of any business relationship between Respondent and any business entity reasonably believed by Respondent to be owned, operated, or controlled by Patrick R. Neils.

INTERROGATORY NO. 19:

Identify all contracts and agreements between Respondent and PDI Coaching Services or any person or entity reasonably believed by Respondent to be doing business as "PDI Coaching Services."

INTERROGATORY NO. 20:

Identify all contracts and agreements between Respondent and Kenneth G. Neils or between Respondent and any business entity reasonably believed by Respondent to be owned, operated, or controlled by Kenneth G. Neils.

INTERROGATORY NO. 21:

Describe in detail the nature of the business relationship between Respondent and PDI Coaching Services or any person or entity reasonably believed by Respondent to be doing business as "PDI Coaching Services."

INTERROGATORY NO. 22:

Identify all persons whose names appear on business cards displaying the ENTELLECT Mark.

INTERROGATORY NO. 23:

Identify all persons, corporations, partnerships, businesses and entities to whom Respondent refers persons for the performance of the Disputed Services.

INTERROGATORY NO. 24:

Describe in detail the terms and conditions of any unwritten contract or agreement between Respondent and Patrick R. Neils that relates to performance of the Disputed Services.

INTERROGATORY NO. 25:

Describe in detail the terms and conditions of any unwritten contract or agreement between Respondent and Potentials Developments, Inc. or any person or entity known by Respondent to be doing business as "Potentials Developments, Inc." that relates to performance of the Disputed Services.

[CERTIFICATION ON FOLLOWING PAGE]

CERTIFICATION

I HEREBY CERTIFY that all of the above answers are true and complete to the best of my knowledge and belief.

By: _____
Milena Soni

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared _____, well known to me to be the person acknowledging before me the execution of the foregoing to be his/her free and voluntary act and deed for the uses and purposes and in the capacity therein stated and expressed.

WITNESS my hand and official seal at _____,
County, _____, this _____ day of _____, 2010.

Notary Public

My Commission Expires:

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

INTELLECT TECHNICAL)	
SOLUTIONS, INC.)	
)	
Petitioner,)	CANCELLATION NO.: 92050920
v.)	
)	
MILENA SONI)	Reg. No. 3,009,990
)	
Respondent.)	
_____)	

RESPONDENT'S RESPONSE TO
PETITIONER'S SECOND SET OF INTERROGATORIES

PROPOUNDING PARTY: RESPONDENT, MILENA SONI

RESPONDING PARTY: PETITIONER, INTELLECT TECHNICAL SOLUTIONS, INC.

SET NO.: TWO

TO PETITIONER and its Counsel of Record:

RESPONDENT Milena Soni ("RESPONDENT"), pursuant to Rule 33 of the Federal Rules of Civil Procedure (Fed. R. Civ. P.) and TTAB Rule 405, hereby responds to the first set of interrogatories from Petitioner Intellect Technical Solutions, Inc. ("PETITIONER").

EXHIBIT D

GENERAL OBJECTIONS

All of the following general objections are included in each of the responses to these interrogatories:

1. RESPONDENT objects to PETITIONER'S interrogatories insofar as they seek information not relevant to the subject matter of this action and are not reasonably calculated to lead to the discovery of admissible evidence.
2. RESPONDENT objects to PETITIONER'S interrogatories insofar as they seek the work product, mental impressions, conclusions, opinions or legal theories developed by RESPONDENT'S attorneys in connection with or in anticipation of this or other litigation or business transactions.
3. RESPONDENT objects to PETITIONER'S interrogatories insofar as they seek information protected by the attorney-client privilege or any other applicable privilege.
4. RESPONDENT objects to PETITIONER'S interrogatories insofar as they seek information not relevant to specific allegations in PETITIONER'S Petition for Cancellation.
5. RESPONDENT objects to each and every one of the interrogatories to the extent that they seek information not in RESPONDENT'S possession, custody, or control on the grounds that they are unduly burdensome and oppressive.
6. To the extent that any interrogatory calls for information already in the possession of or equally available to PETITIONER or its counsel, RESPONDENT objects to that interrogatory as unnecessary, unduly burdensome and oppressive,

and constituting annoyance, harassment, and oppression of RESPONDENT.

7. RESPONDENT will make reasonable effort to respond to each interrogatory to the extent that no objection is made, as RESPONDENT understands and interprets the interrogatory. If PETITIONER subsequently asserts any interpretation of any interrogatory that differs from that of RESPONDENT, RESPONDENT reserves the right to supplement his objections and responses accordingly.

8. RESPONDENT objects to PETITIONER'S interrogatories insofar as they seek information protected by the rights of privacy of RESPONDENT and its employees, customers, owners, or representatives under the United States Constitution or other applicable law.

9. "AND," as well as "OR," shall be construed either disjunctively or conjunctively; the term "INCLUDING" means "including but not limited to"; the word "ALL" means "any and all; the past tense shall include the present tense; the single shall be deemed to include the plural and vice versa, all as is necessary to bring within the scope of these requests all matters which might otherwise be construed to be outside their scope.

RESPONDENT'S RESPONSES

INTERROGATORY NO. 14:

Identify all contracts and agreements between Respondent and Potentials Developments, Inc. or any person or entity reasonably believed by Respondent to be doing business as "Potentials Developments, Inc."

RESPONSE TO INTERROGATORY NO. 14:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above. RESPONDENT further objects to this interrogatory as compound.

Subject to and without waiving the foregoing objections, RESPONDENT responds as follows:

There have been and are agreements between RESPONDENT and Patrick R. Neils, Kenneth G. Neils, and Potentials Developments, Inc. to provide services requested by Respondent.

INTERROGATORY NO. 15:

Identify all contracts and agreements between Respondent and Patrick R. Neils or between Respondent and any business entity reasonably believed by Respondent to be owned, operated, or controlled by Patrick R. Neils.

RESPONSE TO INTERROGATORY NO. 15:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above. RESPONDENT further objects to this interrogatory as compound.

Subject to and without waiving the foregoing objections,
RESPONDENT responds as follows:

There have been and are agreements between RESPONDENT and Patrick R. Neils, Potentials Developments, Inc. and PDI Coaching Services to provide services requested by Respondent.

INTERROGATORY NO. 16:

Describe in detail the nature of the business relationship between Respondent and Potentials Developments, Inc. or any person or entity reasonably believed by Respondent to be doing business as "Potentials Developments, Inc."

RESPONSE TO INTERROGATORY NO. 16:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above. RESPONDENT further objects to this interrogatory as compound.

Subject to and without waiving the foregoing objections,
RESPONDENT responds as follows:

There have been and are agreements between RESPONDENT and Patrick R. Neils, Kenneth G. Neils and Potentials Developments, Inc. to provide services requested by Respondent.

INTERROGATORY NO. 17:

Describe in detail the nature of any business relationship between Respondent and Patrick R. Neils.

RESPONSE TO INTERROGATORY NO. 17:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above. RESPONDENT further objects to this interrogatory as compound.

Subject to and without waiving the foregoing objections, RESPONDENT responds as follows:

There have been and are agreements between RESPONDENT and Patrick R. Neils, Potentials Developments, Inc. and PDI Coaching Services to provide services requested by Respondent.

INTERROGATORY NO. 18:

Describe in detail the nature of any business relationship between Respondent and any business entity reasonably believed by Respondent to be owned, operated, or controlled by Patrick R. Neils.

RESPONSE TO INTERROGATORY NO. 18:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above. RESPONDENT further objects to this interrogatory as compound.

Subject to and without waiving the foregoing objections, RESPONDENT responds as follows:

There have been and are agreements between RESPONDENT and Patrick R. Neils, Potentials Developments, Inc. and PDI Coaching Services to provide services requested by Respondent.

INTERROGATORY NO. 19:

Identify all contracts and agreements between Respondent and PDI Coaching Services or any person or entity reasonably believed by Respondent to be doing business as "PDI Coaching Services."

RESPONSE TO INTERROGATORY NO. 19:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above. RESPONDENT further objects to this interrogatory as compound.

Subject to and without waiving the foregoing objections, RESPONDENT responds as follows:

There have been and are agreements between RESPONDENT and Patrick R. Neils, Kenneth G. Neils and PDI Coaching Services to provide services requested by Respondent.

INTERROGATORY NO. 20:

Identify all contracts and agreements between Respondent and Kenneth G. Neils or between Respondent and any business entity reasonably believed by Respondent to be owned, operated, or controlled by Kenneth G. Neils.

RESPONSE TO INTERROGATORY NO. 20:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above. RESPONDENT further objects to this interrogatory as compound.

Subject to and without waiving the foregoing objections, RESPONDENT responds as follows:

There have been and are agreements between RESPONDENT and Kenneth G. Neils, Potentials Developments, Inc. and PDI Coaching Services to provide services requested by Respondent.

INTERROGATORY NO. 21:

Describe in detail the nature of the business relationship between Respondent and PDI Coaching Services or any person or entity reasonably believed by Respondent to be doing business as "PDI Coaching Services."

RESPONSE TO INTERROGATORY NO. 21:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above. RESPONDENT further objects to this interrogatory as compound.

Subject to and without waiving the foregoing objections, RESPONDENT responds as follows:

There have been and are agreements between RESPONDENT and Patrick R. Neils, Kenneth G. Neils and PDI Coaching Services to provide services requested by Respondent.

INTERROGATORY NO. 22:

Identify all persons whose names appear on business cards displaying the ENTELLECT Mark.

RESPONSE TO INTERROGATORY NO. 22:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

Without waiving the foregoing objections, RESPONDENT responds to this interrogatory as follows:

RESPONDENT (who may be contacted only through RESPONDENT'S counsel at The Soni Law Firm).

INTERROGATORY NO. 23:

Identify all persons, corporations, partnerships, businesses and entities to whom Respondent refers persons for the performance of the Disputed Services.

RESPONSE TO INTERROGATORY NO. 23:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above. RESPONDENT further objects to this interrogatory as compound.

Without waiving the foregoing objections, RESPONDENT responds to this interrogatory with the following:

- (1) Patrick R. Neils.
- (2) Kenneth G. Neils.
- (3) Dr. Jag Soni.
- (4) PDI Coaching Services.
- (5) Potentials Developments, Inc.

INTERROGATORY NO. 24:

Describe in detail the terms and conditions of any unwritten contract or agreement between Respondent and Patrick R. Neils that relates to performance of the Disputed Services.

RESPONSE TO INTERROGATORY NO. 24:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above. RESPONDENT objects to this interrogatory insofar as it seeks information regarding confidential business transactions and financial information that is protected by both the California Constitution, Article 1, Section 1, and the rights of privacy of RESPONDENT under the United States Constitution or other applicable law. RESPONDENT further objects to this interrogatory as compound.

Without waiving the foregoing objections, RESPONDENT responds to this interrogatory as follows:

There have been and are agreements between RESPONDENT and Patrick R. Neils, Potentials Developments, Inc. and PDI Coaching Services to provide services requested by Respondent.

INTERROGATORY NO. 25:

Describe in detail the terms and conditions of any unwritten contract or agreement between Respondent and Potentials Developments, Inc. or any person or entity known by Respondent to be doing business as "Potentials Developments, Inc." that relates to performance of the Disputed Services.

RESPONSE TO INTERROGATORY NO. 25:

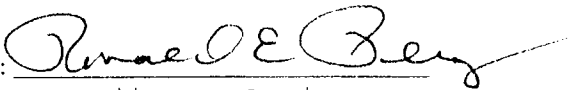
RESPONDENT incorporates the GENERAL OBJECTIONS set forth above. RESPONDENT objects to this interrogatory insofar as it seeks information regarding confidential business transactions and financial information that is protected by both the

California Constitution, Article 1, Section 1, and the rights of privacy of RESPONDENT under the United States Constitution or other applicable law. RESPONDENT further objects to this interrogatory as compound.

Without waiving the foregoing objections, RESPONDENT responds to this interrogatory as follows:

There have been and are agreements between RESPONDENT and Patrick R. Neils, Kenneth G. Neils and Potential Developments, Inc. to provide services requested by Respondent.

Dated: March 15, 2010

By: 
Surjit P. Soni
Ronald E. Perez
Woo Soon Choe
Attorneys for RESPONDENT,
Milena Soni

CERTIFICATION

I HEREBY CERTIFY that each of the answers to the foregoing interrogatories are true and complete to the best of my knowledge and belief.

Date _____

Milena Soni

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the foregoing document entitled **RESPONDENT'S RESPONSE TO PETITIONER'S SECOND SET OF INTERROGATORIES** was served upon the Petitioner via USPS Priority Mail on this 15th day of March 2010, as follows:

William Giltinan
Carlton Fields, P.A.
PO Box 3239
Tampa FL 33601-3239

Ronald E. Perez

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In re: Registration No. 3,009,990
Trademark: ENTELLECT
Registered November 1, 2005

INTELLECT TECHNICAL SOLUTIONS, INC.

Petitioner,

v.

MILENA SONI,

Respondent.

Cancellation No.: 92050920

PETITIONER'S FIRST REQUEST FOR PRODUCTION TO RESPONDENT

Pursuant TTAB Rule 2.120, Petitioner, Intellect Technical Solutions, Inc. requests that Respondent, Milena Soni produce the documents and things described below at the offices of Carlton Fields, P.A, located at 4221 W. Boy Scout Blvd., Tampa, Florida 33607, or at such other place as may be agreed between the parties, and to serve a written response to the requests within thirty (30) days after service of this request. These requests are intended to be continuing in nature and effect and to require supplementary production with respect to any and all documents falling within the scope of each request that may come into the knowledge, custody, control, or possession of Respondent, subsequent to its responses hereto and before the final hearing in this matter.

EXHIBIT E

Registration No.: 3,009,990 Registered: November 1, 2005
Mark: ENTELLECT
Intellect Technical Solutions, Inc. v. Milena Soni

Cancellation Proceeding No. 92050920

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DEFINITIONS AND INSTRUCTIONS

A. The terms “Soni”, as used in this request for production, refers to (i) Respondent Milena Soni and all employees, agents, counsel, accountants, and other persons acting or purporting to act on behalf of Respondent Milena Soni in this proceeding (ii) any corporation or other business entity controlled by Milena Soni and all employees, agents, counsel, accountants, and other persons acting or purporting to act on behalf of such corporation or other business entity in this proceeding, and (iii) any corporation or other business entity through which Milena Soni offers services in connection with any trademark, service mark, or trade name identical or similar to the ENTELLECT mark and all employees, agents, counsel, accountants, and other persons acting or purporting to act on behalf of such corporation or other business entity in this proceeding.

B. The term “Intellect”, as used herein, shall refer to Petitioner Intellect Technical Solutions, Inc. and all employees, agents, counsel, accountants, and other persons acting or purporting to act on behalf of Intellect Technical Solutions, Inc. in this proceeding.

C. “USPTO” shall mean United States Patent and Trademark Office.

D. “TTAB” shall mean the Trademark Trial and Appeal Board.

E. “This Civil Action” shall mean Cancellation No.: 92050920 in the Trademark Trial and Appeal Board, styled *Intellect Technical Solutions, Inc. vs. Milena Soni*.

F. The word “person” means any natural person, partnership, association, proprietorship, joint venture, corporation, governmental agency, or other organization or legal or business activity.

G. The connectives “and” and “or” are to be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside of its scope.

H. The use of the singular form of any word includes the plural and vice versa.

I. The term “concerning” means relating to, referring to, describing, evidencing, or constituting.

As used in this request, the terms “trademark” and “mark” include a trademark or a service mark used in connection with services as well as on goods; unless a contrary meaning is clear from the context.

J. The term “ENTELLECT registration” shall refer to United States Trademark Registration 3,009,990.

K. The terms “Soni’s alleged mark” or “the ENTELLECT mark” shall mean the service mark identified in the ENTELLECT registration.

L. The term “Petitioner’s mark” shall mean the service mark identified in the United States Trademark Application having serial number 77/363,060.

M. The terms “relating to,” “relates to,” or “related to” mean regarding, concerning, respecting, referring to, summarizing, digesting, embodying, reflecting, establishing, tending to establish, tending not to establish, evidencing, comprising, connecting with, commenting on, responding to, disagreeing with, showing, describing, analyzing, representing, constituting or including.

N. The words “document” and “documents” are used in their broadest sense consistent with TTAB Rule 2.120 and Federal Rule of Civil Procedure 34, and mean all writings (including all written, printed, typed, recorded, or graphic matter of every kind and description, both originals and copies, and all attachments and appendices thereto), drawings, graphs, charts, photographs, sound recordings, images, and other data or data compilations — stored in any medium from which information can be obtained either directly or, if necessary, after translation by the responding party into a reasonably usable form. Without limiting the foregoing, the terms “document” and “documents” shall mean and include all agreements, contracts, communications, correspondence, letters, telegrams, telexes, messages, memoranda, emails, notes, records, reports, books, summaries or other records of telephone conversations or interviews, summaries or other records of personal conversations, minutes, or summaries or other records of meetings and conferences, or summaries or other records of negotiations, other summaries, diaries, diary entries, calendars, appointment books, time records, instructions, work assignments, forecasts, statistical data, statistical statements, financial statements, worksheets, papers, drafts, charts, tables, accounts, analytical records, bills, statements, records of obligation or expenditure invoices, lists, recommendations, printouts, compilations, tabulations, analyses, studies, surveys, transcripts, affidavits, expense reports, microfilm, microfiche, articles, speeches, tape or disk recordings, sound or voice recordings, video recordings, film, tapes, photographs, programs, data compilations from which information can be obtained (including matter used in data processing), and other printed, written, handwritten, typewritten, recorded, stenographic, computer-generated, computer stored, or electronically stored matter, however, and by whomever, produced,

prepared, reproduced, disseminated, or made. The terms “document” and “documents” also include material stored on personal data appliances (e.g. cell phones) and on disks, or other forms of data storage used in connection with word processing machines or computers, including electronic mail, and all copies of documents by whatever means made. Where a document is identified or produced, identical copies thereof which do not contain any markings, additions, or deletions different from the produced copy or original need not be separately produced.

O. The term “communication” means any correspondence (including without limitation documents, letters, facsimiles, and emails) between any two or more persons, and any written or electronic records or summaries of discussions or exchanges between any two or more persons including, without limitation, telephone conversations, and face-to-face conversations, meetings and conferences.

P. When referring to documents, the term “identify” means to tabulate each document in the designated category, supplying separately as to each such document the following information:

1. the type of document (e.g., letter, notebook, etc.) and the number of pages of which it consists;
2. the date of the document, if any (and if no date appears thereon, the answer shall so state and shall give the date or approximate date that such document was prepared);
3. the date on which the document came into Soni’s possession or control, if different from the date appearing on the document itself;

-
4. the name and title of the signer of the document and the name and title of the author, if different from that of the signer (and if it was not signed, the answer shall so state and shall give the name and title of the person who prepared it, if known, and if not known, the answer shall so state);
 5. the name and title of each recipient or addressee of such document (whether specifically named therein or not) who received copies of the document, either at the time of initial distribution or any subsequent time;
 6. a brief summary of the subject matter of the document; and
 7. the present whereabouts of the document and the name and address of the custodian thereof.

Q. If Respondent refuses to produce any document on the basis of privilege,

Respondent shall identify each such document at or prior to the designated time for production and provide the following additional written information:

- (a) the number of pages thereof;
- (b) the identity of each person who has received or has been shown the original or a copy, and the relationship of that person to any party to this litigation;
- (c) whether the document concerns facts or opinions or both; and
- (d) the exact nature of the privilege claimed.

R. If any document that would have been responsive to the requests herein has been destroyed or is no longer in Respondent's possession, custody, or control, Respondent shall provide the following information:

- (a) the date of the document;
- (b) the names and job titles of the preparer(s), sender(s), and recipients(s) of the document;
- (c) the date of and the identity of the person responsible for its destruction, loss, transfer or other act or omission by which the document left Soni's possession, custody, or control;
- (d) the circumstances surrounding the loss of the document or the reason for its destruction; and
- (e) the name and address (if known) of any person Respondent reasonably believes may possess or control one or more copies of such document or a statement that, to the best of Respondent's belief after a reasonable investigation, there is no such person.

S. In responding to these requests, Respondent need not provide copies of (i) any document filed with the USPTO during the prosecution of the application for the ENTELLECT registration if such document is publicly available through the USPTO website as of the date of these requests, or (ii) any document filed with the USPTO during the prosecution of United States Trademark Applications having serial numbers 77/363,060 if such document is publicly available through the USPTO websites as of the date of these requests, or (iii) any document properly served by Respondent on Petitioner in this proceeding, or (iv) any document properly served by Petitioner on Respondent in this proceeding.

REQUESTS FOR PRODUCTION

1. All documents and things that are identified in Respondent's responses to Petitioner's First Set of Interrogatories to Respondent being served concurrently herewith.

2. All documents and things tending to prove or disprove the date on which Soni first began using the ENTELLECT mark in connection with the services identified in the ENTELLECT registration for international classes 35 and 41.

3. All documents and things tending to prove or disprove the amounts spent by Soni for advertising and promoting the services identified in the ENTELLECT registration for international classes 35 and 41, in each year between 2002 and 2009.

4. All communications that reference the ENTELLECT registration, the application for the ENTELLECT registration, or Petitioner's mark.

5. All trademark search reports prepared by or for Soni with regard to (i) the ENTELLECT mark or any term or device similar to the ENTELLECT mark, or (ii) Petitioner's marks or any term or device similar to Petitioner's marks.

6. All surveys prepared by or for Soni with regard to the ENTELLECT mark, Petitioner's mark, or any term or similar to the ENTELLECT mark or Petitioner's mark.

7. All documents and things (including without limitation all brochures, advertisements, promotional literature, letterhead, websites, sales and marketing presentations, leaflets, signage, and labels) that were prepared or disseminated by, or on behalf of, Soni and that bear the ENTELLECT mark or any term or trade name or trademark or service mark similar to the ENTELLECT mark.

Registration No.: 3,009,990 Registered: November 1, 2005
Mark: ENTELLECT
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8. All documents and things that Respondent intends to use, or may use, in defense of her position in this cancellation proceeding.

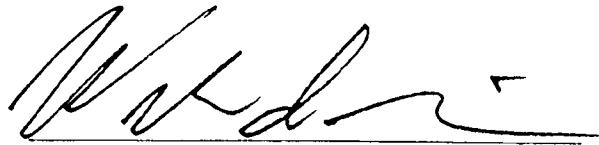
9. All documents and things that tend to prove or disprove that the ENTELLECT mark and Petitioner's mark are confusingly similar.

10. All documents and things identifying persons from whom Soni intends to take, or may take, testimony in this proceeding.

11. Each communication sent or received by Soni, referencing, referring or relating to Petitioner's marks or this proceeding.

Respectfully submitted,

Date: 10/5/09



William G. Giltinan
Carlton Fields, P.A.
P.O. Box 3239
Tampa, FL 33601-3239
(813) 223-7000
Attorney for Petitioner

Registration No.: 3,009,990 Registered: November 1, 2005
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CERTIFICATE OF SERVICE

I hereby certify that I served the foregoing Petitioner's First Request for Production of Documents on respondent's counsel at the following addresses:

Surit Paul Singh Soni
Ronald E. Perez
WooSoon Choe
The Soni Law Firm
35 N. Lake Ave. #720
Pasadena, CA 91101

via First Class United States Mail, postage prepaid, and deposited with the United States Postal Service on October 5, 2009.

Dated: October 5, 2009


William G. Giltinan

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

INTELLECT TECHNICAL)	
SOLUTIONS, INC.)	
)	
Petitioner,)	CANCELLATION NO.: 92050920
v.)	
)	
MILENA SONI)	Reg. No. 3,009,990
)	
RESPONDENT.)	
_____)	

**RESPONDENT'S RESPONSE TO PETITIONER'S
FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS**

PROPOUNDING PARTY: RESPONDENT, MILENA SONI

RESPONDING PARTY: PETITIONER, INTELLECT TECHNICAL SOLUTIONS, INC.

SET NO.: ONE

TO PETITIONER and its Counsel of Record:

RESPONDENT, Milena Soni ("RESPONDENT"), pursuant to Rule 33 of the Federal Rules of Civil Procedure and TTAB Rule 405, hereby responds to the first set of requests for production of documents from Petitioner Intellect Technical Solutions, Inc. ("PETITIONER").

EXHIBIT F

REC'D NOV 31 2009

PLEASE READ THE FOLLOWING RESPONSES AND OBJECTIONS CAREFULLY

GENERAL RESPONSE

RESPONDENT Milena Soni's responses to PETITIONER Intellect Technical Solutions, Inc.'s document production requests are made without waiving, or intending to waive, but on the contrary, expressly reserving: (a) the right to object, on the grounds of competency, privilege, relevancy or materiality, or any other proper grounds, to the use of the documents for any purpose in whole or in part, in any subsequent step or proceeding in this action or any other action; (b) the right to object to any and all grounds, at any time, to other document production requests or other discovery procedures involving or relating to the subject matter of these requests; and (c) the right at any time to revise, correct, add to, or clarify any of the responses provided herein.

Certain documents may or will be produced in a form that indicates that certain information has been redacted. Information may be or has been redacted on the grounds that the matter (a) is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence, or (b) is protected from discovery by the attorney-client privilege, work product doctrine or some other applicable privilege.

RESPONDENT has not fully completed its investigation of matters at issue in this case, and has not completed preparation for trial. The responses herein reflect only the present state

of RESPONDENT's discovery regarding the documents that PETITIONER has requested and represent RESPONDENT's reasonable efforts to provide the information requested. Except as otherwise stated below, an objection to a specific demand does not imply that documents responsive to the specific demand exist. RESPONDENT expressly reserves the right to rely on, at any time, including trial, subsequently discovered information or information omitted from these responses as a result of mistake, error, oversight, or inadvertence.

Production of any document is not intended as, and shall not be deemed to be, a waiver of any objection set forth herein. On the contrary, RESPONDENT expressly reserves the right to raise any applicable objection at any time. Moreover, the inadvertent production of documents protected from discovery by the attorney-client privilege, work product doctrine or some other applicable privilege shall not constitute a waiver of such privileges with respect to those or any other documents. In the event that inadvertent production occurs, PETITIONER shall promptly return all inadvertently produced documents to RESPONDENT upon request, and shall make no use of the contents thereof nor premise any further discovery on information learned therefrom.

GENERAL OBJECTIONS

The following general objections are incorporated into each of the responses below. Notwithstanding the specific responses to any of the demands, RESPONDENT does not waive any of the objections made herein. Any reference to one or more of these General Objections is not a waiver of any other General Objection not referred to by name in any specific response.

1. RESPONDENT objects to Petitioner's document production requests as burdensome and oppressive insofar as they seek information not relevant to the subject matter of this action and not reasonably calculated to lead to the discovery of admissible evidence.

2. RESPONDENT will make reasonable effort to respond to each request to the extent that no objection is made, as RESPONDENT understands and interprets the request. If Petitioner subsequently asserts any interpretation of any request for documents that differs from that of RESPONDENT, RESPONDENT reserves the right to supplement its objections and responses.

3. RESPONDENT objects to the entire set of document requests to the extent that it seeks documents that are equally available to both parties.

4. RESPONDENT objects to Petitioner's document production insofar as it seeks documents that contain the work product, mental impressions, conclusions, opinions or legal theories developed by RESPONDENT'S attorneys in connection with, or in anticipation of, this or other litigation or business transactions.

5. RESPONDENT objects to PETITIONER'S document production requests insofar as they seek documents that are protected by the attorney-client privilege or any other applicable privilege.

6. RESPONDENT objects to Petitioner's document production requests insofar as they seek documents that are not relevant to specific claims in RESPONDENT'S defenses or affirmative defenses. Accordingly, the requested documents are outside the scope of discovery set forth in Federal Rule of Civil Procedure 26 (Fed. R. Civ. P.).

7. RESPONDENT objects to PETITIONER'S document production requests insofar as they seek documents not in RESPONDENT's possession, custody, or control.

8. RESPONDENT objects to PETITIONER'S document production requests insofar as they seek documents which, by reason of public filing or otherwise, are already in Petitioner's possession or are readily accessible to PETITIONER.

9. RESPONDENT objects to PETITIONER'S document production requests insofar as they seek information protected by the rights of privacy of RESPONDENT and its employees, customers, owners, or representatives under the United States Constitution or other applicable law.

10. RESPONDENT objects to PETITIONER'S failure to specify a reasonable place and manner for the document production to take place under Rule 34, which states that "[t]he request shall specify a reasonable time, place, and manner of making the inspection and performing the related acts." RESPONDENT will produce the documents responsive to Petitioner's requests in a way mutually convenient to the parties.

RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST FOR PRODUCTION NO. 1:

All documents and things that are identified in Respondent's responses to Petitioner's First set of Interrogatories to Respondent being served concurrently herewith.

RESPONSE TO REQUEST FOR PRODUCTION NO. 1:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request in that it does not set forth a reasonably particularized category of documents as required by Fed. R. Civ. P. 34.

RESPONDENT objects to this request as vague, ambiguous, over broad, unduly burdensome, oppressive, and compound in requiring RESPONDENT to recall any documents containing the specified information for many distinct interrogatories.

RESPONDENT objects to this request to the extent it seeks trade secret or confidential business information.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

RESPONDENT objects to this request to the extent it seeks documents not relevant to this proceeding or reasonably calculated to lead to the discovery of admissible evidence.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her possession pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 2:

All documents and things tending to prove or disprove the date on which Soni first began using the ENTELLECT mark in connection with the services identified in the ENTELLECT registration for international classes 35 and 41.

RESPONSE TO REQUEST FOR PRODUCTION NO. 2:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request to the extent it seeks documents containing trade secret or confidential business information.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her possession pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 3:

All documents and things tending to prove or disprove the amounts spent by Soni for advertising and promoting the services identified in the ENTELLECT registration for international classes 35 and 41, in each year between 2002 and 2009.

RESPONSE TO REQUEST FOR PRODUCTION NO. 3:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as seeking documents that contain confidential business transactions and financial information that is protected by both the California

Constitution, Article 1, Section 1, and the rights of privacy of RESPONDENT under the United States Constitution or other applicable law.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her possession pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 4:

All communications that reference the ENTELLECT registration, the application for the ENTELLECT registration, or Petitioner's mark.

RESPONSE TO REQUEST FOR PRODUCTION NO. 4:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request to the extent it seeks documents containing trade secret or confidential business information.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

RESPONDENT objects to this request to the extent it seeks documents not relevant to this proceeding or reasonably calculated to lead to the discovery of admissible evidence.

RESPONDENT objects to this request in that the responsive documents in RESPONDENT's possession, custody or control are publicly available documents in the files of the U.S. Patent and Trademark Office or the documents in this proceeding which are as equally available to PETITIONER as they are to RESPONDENT.

RESPONDENT objects to this request insofar as it seeks documents in this proceeding which PETITIONER already has in its possession or are available from the USPTO.

RESPONDENT further objects to this request as being compound.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her possession pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 5:

All trademark search reports prepared by or for Soni with regard to (i) the ENTELLECT mark or any term or device similar to the ENTELLECT mark, or (ii) Petitioner's marks or any term or device similar to Petitioner's marks.

RESPONSE TO REQUEST FOR PRODUCTION NO. 5:

RESPONDENT incorporates the General Objections set forth above.

RESPONDENT objects to this request to the extent it seeks documents containing trade secret or confidential business information.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Respondent further objects to this interrogatory as being compound.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her possession pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 6:

All surveys prepared by or for Soni with regard to the ENTELLECT mark, Petitioner's mark, or any term or similar to the ENTELLECT mark or Petitioner's mark.

RESPONSE TO REQUEST FOR PRODUCTION NO. 6:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request to the extent it seeks documents containing trade secret or confidential business information.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

RESPONDENT further objects to this interrogatory as being compound.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her possession pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 7:

All documents and things (including without limitation all brochures, advertisements, promotional literature, letterhead, websites, sales and marketing presentations, leaflets, signage, and labels) that were prepared or disseminated by, or on behalf of, Soni and that that(sic) bear the ENTELLECT mark or any term or trade name or trademark or service mark similar to the ENTELLECT mark.

RESPONSE TO REQUEST FOR PRODUCTION NO. 7:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as seeking confidential business information.

RESPONDENT objects to this request as oppressive, burdensome and over broad to the extent it seeks 'all' responsive documents instead of merely representative documents sufficient to show the information specified.

RESPONDENT objects to this request to the extent it seeks documents not relevant to this proceeding or reasonably calculated to lead to the discovery of admissible evidence.

RESPONDENT further objects to this interrogatory as being compound.

Subject to and without waiving the foregoing objections, RESPONDENT will provide any responsive documents in her possession pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 8:

All documents and things that Respondent intends to use, or may use, in defense of her position in this cancellation proceeding.

RESPONSE TO REQUEST FOR PRODUCTION NO. 8:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as being premature.

RESPONDENT objects to this request as over broad, unduly burdensome and oppressive because it requests 'all' documents supporting RESPONDENT'S positions for this cancellation

proceeding. The courts generally question the over breadth and burdensomeness of discovery requests relating to specific contentions or positions. This request relates to every position of RESPONDENT. This request thus goes far beyond the bounds of reasonableness both as to burdensomeness and particularity, in direct violation of Fed. R. Civ. P. 34(b).

RESPONDENT objects to this request as seeking trade secrets and confidential business information.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to and without waiving the foregoing objections, RESPONDENT will provide any responsive documents in her possession pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 9:

All documents and things that tend to prove or disprove that the ENTELLECT mark and Petitioner's mark are confusingly similar.

RESPONSE TO REQUEST FOR PRODUCTION NO. 9:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

RESPONDENT objects to this request to the extent it seeks documents not relevant to this proceeding or reasonably calculated to lead to the discovery of admissible evidence.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her possession pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 10:

All documents and things identifying persons from whom Soni intends to take, or may take, testimony in this proceeding.

RESPONSE TO REQUEST FOR PRODUCTION NO. 10:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as being premature.

RESPONDENT objects to this request as oppressive, burdensome and over broad to the extent it seeks 'all' responsive documents instead of merely representative documents sufficient to show the information specified.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to and without waiving the foregoing objections, RESPONDENT will provide any responsive documents in her possession pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 11:

Each communication sent or received by Soni, referencing, referring or relating to Petitioner's marks or this proceeding.

RESPONSE TO REQUEST FOR PRODUCTION NO. 11:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

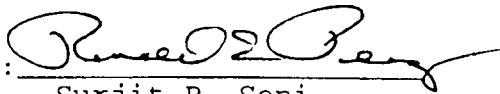
RESPONDENT objects to this request as being duplicate to the REQUEST FOR PRODUCTION NO. 4.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

RESPONDENT objects to this request to the extent that it seeks documents that are equally available to both parties or already in PETITIONER'S possession.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her possession pursuant to the TTAB's rules for production.

Dated: November 9, 2009

By: 
Surjit P. Soni
Ronald E. Perez
Woo Soon Choe
Attorneys for RESPONDENT,
Milena Soni

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In re: Registration No. 3,009,990
Trademark: ENTELLECT
Registered November 1, 2005

INTELLECT TECHNICAL SOLUTIONS, INC.

Petitioner,

v.

MILENA SONI,

Respondent.

Cancellation No.: 92050920

PETITIONER'S SECOND REQUEST FOR PRODUCTION TO RESPONDENT

TO RESPONDENT and its Counsel of Record:

Intellect Technical Solutions, Inc. (Petitioner) hereby requests pursuant to TTAB Rule 2.120 that Milena Soni (Respondent) produce for inspection and copying within 30 days after service of these Requests at the offices of Carlton Fields, P.A., 4221 W. Boy Scout Blvd., Suite 1000, Tampa, Florida 33607 all of the documents and things described herein that are within Respondent's possession, custody or control, and respond in writing to these Requests within the time provided by Rule 34(b) of the Federal Rules of Civil Procedure.

Please read the following definitions and instructions carefully as they apply to all requests in this Petitioner's Second Request for Production to Respondent.

A. As referred to herein, the terms "Respondent", "You", "Your", and "Yours" mean not only Respondent Milena Soni but also any predecessors in title or interest to, and any persons who are, or were at any time to which the claims involved in this case relate, in control or

EXHIBIT G

otherwise associated with any of the foregoing, as well as any divisions or subsidiaries, and attorneys, agents, employees, salesmen or representatives of any of the foregoing (including without limitation Surjit P. Soni, counsel of record in this Cancellation), whether independent contractors, agents, or otherwise, including all persons purporting to act on behalf of Respondent Milena Soni. The terms "Respondent", "You", "Your", and "Yours" also includes any and all businesses, entities, partnerships, organizations or associations (i) that Milena Soni owns or controls and that performs or has performed any of the Disputed Services, (ii) for which Milena Soni has performed any of the Disputed Services as an owner, officer, member, manager, board member, employee, agent or contractor, or (iii) through which Milena Soni has offered to perform any of the Disputed Services.

B. The term "Petitioner" refers to Intellect Technical Solutions, Inc., the petitioner in this proceeding, and all other persons acting on its behalf or at its direction or under its control, including its employees, agents, representatives and attorneys.

C. The term "Documents" as used herein includes, by way of example, but not by way of limitation, the following items, whether sketched, written, typed, printed, recorded, transcribed, punched, filmed or reproduced by any process that is or has been in the possession, control, care or custody of You, namely: notes, handwritten or otherwise; correspondence; communications of any nature including emails, internal company communications, oral or otherwise; telegrams; memoranda; summaries or records of personal conversations; diaries; reports; schedules; calendars; working papers; studies; publications; tape recordings; pictures or other recorded matter; specifications; charts; plans; graphs; drawings; photographs; price lists; indices;

computer disks, tapes, CD's, DVD's and other electronic recording devices; data sheets; data cards; minutes or records of meetings including directors' meetings; reports and/or summaries of interviews; opinions of counsel; agreements; reports or summaries of negotiations; publications; brochures; pamphlets; advertisements; circulars; trade letters; press releases; writings; graphs; records; data compilations; drafts of documents and revisions of drafts of documents and notes; check stubs; canceled checks; invoices; statements; ledgers; every copy of such writing or records where the original is or is not in the possession, care, custody or control of You; and every copy of such writing or record where such copy is not an identical copy of an original or where such copy contains any commentary or notation whatsoever that does not appear in the original. "Documents" further includes all things within the meaning of Rule 34(a) of the Federal Rules of Civil Procedure, and "writings," "recordings" and "photographs," whether "original" or "duplicate," within the meaning of Rule 1001 of the Federal Rules of Evidence.

D. The term "Concerning" includes evidencing, embodying, containing, pertaining to, referring to, alluding to, responding to, relating to, connected with, commenting on, with respect to, about, regarding, discussing, showing, describing, effecting, analyzing and/or constituting.

E. "Communication" means the act or fact of communicating between or among any persons, including in-person conversations, telephone conversations, emails, letters, memoranda, notes, summaries, photographs, audiotapes, videotapes, or other materials or memorials of communication, meetings or occasion of joint or mutual presence, as well as transfer of any document or writing from one person to another.

- F. "Facts" means all circumstances, events and evidence pertaining to or concerning the item in question.
- G. "Supporting" means tending to prove, establish, or corroborate.
- H. "Cancellation" means this proceeding, namely Cancellation No. 92050920 in the United States Patent and Trademark Office before the Trademark Trial and Appeal Board.
- I. "Answer" means the document filed in this Cancellation entitled "Respondent's Answer to Petition for Cancellation."
- J. The term "Including" means "including but not limited to".
- K. The term "All" means "any and all".
- L. The term "Respondent's Registration" means United States ("U.S.") Registration No. 3,009,990 for ENTELLECT, issuing from the USPTO trademark application having serial no. 76/539,434.
- M. The term "ENTELLECT Mark" means the term (for example, but not limited to, mark, service mark, trademark, trade mark or trade name) that is the subject of Respondent's Registration.
- N. The term "Date of First Use" refers to the earliest date of use of a trademark or service mark by the first sale of a product or service in conjunction with the mark, as well as any other date on which such use of such a mark was recommenced after use of the mark was discontinued for more than one month.
- O. The term "Disputed Services" means the services set forth in the Respondent's Registration.

INSTRUCTIONS

1. In answering these requests, you are required to perform a reasonable investigation and to furnish all documents and things in your possession, custody or control, or in the possession, custody or control of any agent, employee, representative (including, without limitation attorneys and accountants), or any other person acting or purporting to act for or on behalf of Respondent or in concert with Respondent, including, without limitation, Surjit P. Soni, counsel of record in this Cancellation.
2. These requests shall be deemed to be continuing so as to require further and supplemental responses in the event additional information is obtained or discovered between the time of the initial responses and the time of a motion, hearing, testimony period, trial or other event in this proceeding.
3. If objection is made to any part of a particular request, that part should be specified (together with the grounds for the objection), and any other portion of the request to which no objection is made should be answered.
4. If any request set forth herein is objected to on the grounds of privilege, state the specific privilege upon which such objection is based, provide sufficient information to permit an evaluation of the propriety of the claim of privilege, and further provide all information responsive to the request which does not fall within the claim of privilege.
5. If any request set forth herein requests a tax return or a portion of a tax return, you may redact all confidential information shown on the responsive document(s) that does not relate to income derived from the Disputed Services or expenses incurred in connection with advertising,

promoting, offering, or providing the Disputed Services, and may then produce the redacted document(s).

REQUESTS FOR PRODUCTION OF DOCUMENTS AND THINGS

REQUEST NO. 1: All federal and state income tax returns filed by or for Respondent between January 1, 2003 and the present that list income derived from the Respondent's performance of the Disputed Services.

REQUEST NO. 2: All federal and state income tax returns filed by or for Respondent between January 1, 2003 and the present that list expenses incurred in the performance of the Disputed Services.

REQUEST NO. 3: All written contracts and agreements between Respondent and Patrick R. Neils, or between Respondent and any business or entity reasonably believed by Respondent to be owned, operated, or controlled by Patrick R. Neils, Concerning any Disputed Services offered or sold by Respondent.

REQUEST NO. 4: All written contracts and agreements between Respondent and Potentials Developments, Inc., or any person or entity reasonably believed by Respondent to be doing business as "Potentials Developments, Inc.", Concerning any Disputed Services offered or sold by Respondent.

REQUEST NO. 5: All Documents memorializing terms or conditions of any contract or agreement between Respondent and Potentials Developments, Inc., or any person or entity

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reasonably believed by Respondent to be doing business as “Potentials Developments, Inc.”, and
Concerning any Disputed Services offered or sold by Respondent.

REQUEST NO. 6: All Documents memorializing terms or conditions of any contract or
agreement between Respondent and Patrick R. Neils, or between Respondent and any business or
entity reasonably believed by Respondent to be owned, operated, or controlled by Patrick R.
Neils, Concerning any Disputed Services offered or sold by Respondent.

REQUEST NO. 7: All written contracts and agreements between Respondent and Kenneth G.
Neils, or between Respondent and any business entity reasonably believed by Respondent to be
owned, operated, or controlled by Kenneth G. Neils, Concerning any Disputed Services offered
or sold by Respondent.

REQUEST NO. 8: All written contracts and agreements between Respondent and PDI
Coaching, or any person or entity reasonably believed by Respondent to be doing business as
“PDI Coaching”, Concerning the Disputed Services offered or sold by Respondent.

REQUEST NO. 9: All Documents memorializing terms or conditions of any contract or
agreement between Respondent and PDI Coaching, or any person or entity reasonably believed
by Respondent to be doing business as “PDI Coaching”, and Concerning any Disputed Services
offered or sold by Respondent.

REQUEST NO. 10: All Documents memorializing terms or conditions of any contract or
agreement between Respondent and Kenneth G. Neils, or between Respondent and any business

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or entity reasonably believed by Respondent to be owned, operated, or controlled by Kenneth G. Neils, Concerning the Disputed Services offered or sold by Respondent.

REQUEST NO. 11: All questionnaires, assessments and tests administered by any person or business to which Respondent has referred third parties for the performance of the Disputed Services including, without limitation Patrick R. Neils or Potentials Development, Inc.

REQUEST NO. 12: All Documents Concerning tests and assessments administered or evaluated by any person or business entity to which Respondent has referred third parties in connection with performance of the Disputed Services, including without limitation, all reports generated by Patrick R. Neils or any business entity reasonably believed by Respondent to be owned, operated, or controlled by Patrick R. Neils (including without limitation Potentials Development, Inc.).

REQUEST NO. 13: All written contracts and agreements under which Respondent may have a right to compensation for referring persons to third parties for the performance of any of the Disputed Services.

REQUEST NO. 14: All written contracts and agreements under which Respondent may have an obligation to compensate a third party for the performance of any of the Disputed Services.

REQUEST NO. 15: All written contracts and agreements describing terms or conditions under which Respondent may refer persons to third parties for the performance of any of the Disputed Services.

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REQUEST NO. 16: All Documents memorializing terms or conditions of any contract or agreement between Respondent and any third party Concerning the performance of any Disputed Services.

REQUEST NO. 17: All Communications between Respondent and Patrick R. Neils Concerning the performance of any Disputed Services between May 1, 2002 and the present.

REQUEST NO. 18: All Communications between Respondent and any owner, officer, employee or subcontractor of Potentials Development, Inc. (or any person or entity reasonably believed by Respondent to be doing business as "Potentials Developments, Inc.") Concerning any performance of any of the Disputed Services between May 1, 2002 and the present.

REQUEST NO. 19: All Communications between Respondent and Kenneth G. Neils Concerning the performance of any of the Disputed Services between May 1, 2002 and the present.

REQUEST NO. 20: All Communications between Respondent and any owner, officer, employee or subcontractor of PDI Coaching Services (or any person or entity known by Respondent to be doing business as "PDI Coaching Services") Concerning any performance of any Disputed Services between May 1, 2002 and the present.

REQUEST NO. 21: All Communications between Respondent and any business, entity or person for whom Respondent has performed any of the Disputed Services during 2009 and Concerning any Disputed Services.

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REQUEST NO. 22: All written contracts and agreements between Respondent and any third party Concerning the performance of the Disputed Services.

REQUEST NO. 23: All Documents and Communications Concerning contracts or agreements to perform any of the Disputed Services between May 1, 2002 and December 31, 2010.

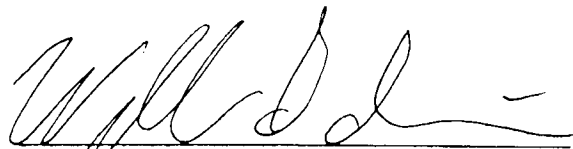
REQUEST NO. 24: All Documents and Communications promoting, advertising, or offering to sell any of the Disputed Services which were published, distributed, or given to persons other than Respondent's Affiliates between May 1, 2002 and the present.

REQUEST NO. 25: All Documents and Communications making trademark use or service mark use of the ENTELLECT Mark.

REQUEST NO. 26: All correspondence sent to others on letterhead displaying the ENTELLECT Mark.

Respectfully submitted,

Date: Feb. 11, 2010



William G. Giltinan
Carlton Fields, P.A.
P.O. Box 3239
Tampa, FL 33601-3239
(813) 223-7000
Attorney for Petitioner

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CERTIFICATE OF SERVICE

I hereby certify that I served the foregoing Petitioner's Second Request for Production to Respondent on Respondent's counsel at the following addresses:

Surjit P. Soni
Ronald E. Perez
WooSoon Choe
The Soni Law Firm
35 N. Lake Ave. #720
Pasadena, CA 91101

via Federal Express Overnight Delivery and First Class United States Mail, postage prepaid, and deposited with the United States Postal Service on February 11, 2010.

Dated: February 11, 2010

G. Warren Bleeker

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

INTELLECT TECHNICAL)
SOLUTIONS, INC.)
)
Petitioner,) CANCELLATION NO.: 92050920
v.)
)
MILENA SONI) Reg. No. 3,009,990
)
RESPONDENT.)
_____)

RESPONDENT'S RESPONSE TO PETITIONER'S
SECOND SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS

PROPOUNDING PARTY: RESPONDENT, MILENA SONI

RESPONDING PARTY: PETITIONER, INTELLECT TECHNICAL SOLUTIONS, INC.

SET NO.: TWO

TO PETITIONER and its Counsel of Record:

RESPONDENT, Milena Soni ("RESPONDENT"), pursuant to Rule 33 of the Federal Rules of Civil Procedure and TTAB Rule 405, hereby responds to the first set of requests for production of documents from Petitioner Intellect Technical Solutions, Inc. ("PETITIONER").

EXHIBIT H

RESPONDENT'S RESPONSE TO PETITIONER'S
SECOND SET OF REQUESTS FOR
PRODUCTION OF DOCUMENTS

PLEASE READ THE FOLLOWING RESPONSES AND OBJECTIONS CAREFULLY

GENERAL RESPONSE

RESPONDENT Milena Soni's responses to PETITIONER Intellect Technical Solutions, Inc.'s document production requests are made without waiving, or intending to waive, but on the contrary, expressly reserving: (a) the right to object, on the grounds of competency, privilege, relevancy or materiality, or any other proper grounds, to the use of the documents for any purpose in whole or in part, in any subsequent step or proceeding in this action or any other action; (b) the right to object to any and all grounds, at any time, to other document production requests or other discovery procedures involving or relating to the subject matter of these requests; and (c) the right at any time to revise, correct, add to, or clarify any of the responses provided herein.

Certain documents may or will be produced in a form that indicates that certain information has been redacted. Information may be or has been redacted on the grounds that the matter (a) is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence, or (b) is protected from discovery by the attorney-client privilege, work product doctrine or some other applicable privilege.

RESPONDENT has not fully completed its investigation of matters at issue in this case, and has not completed preparation for trial. The responses herein reflect only the present state

of RESPONDENT's discovery regarding the documents that PETITIONER has requested and represent RESPONDENT's reasonable efforts to provide the information requested. Except as otherwise stated below, an objection to a specific demand does not imply that documents responsive to the specific demand exist. RESPONDENT expressly reserves the right to rely on, at any time, including trial, subsequently discovered information or information omitted from these responses as a result of mistake, error, oversight, or inadvertence.

Production of any document is not intended as, and shall not be deemed to be, a waiver of any objection set forth herein. On the contrary, RESPONDENT expressly reserves the right to raise any applicable objection at any time. Moreover, the inadvertent production of documents protected from discovery by the attorney-client privilege, work product doctrine or some other applicable privilege shall not constitute a waiver of such privileges with respect to those or any other documents. In the event that inadvertent production occurs, PETITIONER shall promptly return all inadvertently produced documents to RESPONDENT upon request, and shall make no use of the contents thereof nor premise any further discovery on information learned therefrom.

GENERAL OBJECTIONS

The following general objections are incorporated into each of the responses below. Notwithstanding the specific responses to any of the demands, RESPONDENT does not waive any of the objections made herein. Any reference to one or more of these General Objections is not a waiver of any other General Objection not referred to by name in any specific response.

1. RESPONDENT objects to Petitioner's document production requests as burdensome and oppressive insofar as they seek information not relevant to the subject matter of this action and not reasonably calculated to lead to the discovery of admissible evidence.

2. RESPONDENT will make reasonable effort to respond to each request to the extent that no objection is made, as RESPONDENT understands and interprets the request. If Petitioner subsequently asserts any interpretation of any request for documents that differs from that of RESPONDENT, RESPONDENT reserves the right to supplement its objections and responses.

3. RESPONDENT objects to the entire set of document requests to the extent that it seeks documents that are equally available to both parties.

4. RESPONDENT objects to Petitioner's document production insofar as it seeks documents that contain the work product, mental impressions, conclusions, opinions or legal theories developed by RESPONDENT'S attorneys in connection with, or in anticipation of, this or other litigation or business transactions.

5. RESPONDENT objects to PETITIONER'S document production requests insofar as they seek documents that are protected by the attorney-client privilege or any other applicable privilege.

6. RESPONDENT objects to Petitioner's document production requests insofar as they seek documents that are not relevant to specific claims in RESPONDENT'S defenses or affirmative defenses. Accordingly, the requested documents are outside the scope of discovery set forth in Federal Rule of Civil Procedure 26 (Fed. R. Civ. P.).

7. RESPONDENT objects to PETITIONER'S document production requests insofar as they seek documents not in RESPONDENT's possession, custody, or control.

8. RESPONDENT objects to PETITIONER'S document production requests insofar as they seek documents which, by reason of public filing or otherwise, are already in Petitioner's possession or are readily accessible to PETITIONER.

9. RESPONDENT objects to PETITIONER'S document production requests insofar as they seek information protected by the rights of privacy of RESPONDENT and its employees, customers, owners, or representatives under the United States Constitution or other applicable law.

10. RESPONDENT objects to PETITIONER'S failure to specify a reasonable place and manner for the document production to take place under Rule 34, which states that "[t]he request shall specify a reasonable time, place, and manner of making the inspection and performing the related acts." RESPONDENT will produce the documents responsive to Petitioner's requests in a way mutually convenient to the parties.

RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST FOR PRODUCTION NO. 1:

All federal and state income tax returns filed by or for Respondent between January 1, 2003 and the present that list income derived from the Respondent's performance of the Disputed Services.

RESPONSE TO REQUEST FOR PRODUCTION NO. 1:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as seeking documents that contain confidential financial information that is protected by both the California Constitution, Article 1, Section 1, and the rights of privacy of RESPONDENT under the United States Constitution or other applicable law.

REQUEST FOR PRODUCTION NO. 2:

All federal and state income tax returns filed by or for Respondent between January 1, 2003 and the present that list expenses incurred in the performance of the Disputed Services.

RESPONSE TO REQUEST FOR PRODUCTION NO. 2:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as seeking documents that contain confidential financial information that is protected by both the California Constitution, Article 1, Section 1, and the rights of privacy of RESPONDENT under the United States Constitution or other applicable law.

REQUEST FOR PRODUCTION NO. 3:

All written contracts and agreements between Respondent and Patrick R. Neils, or between Respondent and any business or entity reasonably believed by Respondent to be owned, operated, or controlled by Patrick R. Neils, Concerning any Disputed Services offered or sold by Respondent.

RESPONSE TO REQUEST FOR PRODUCTION NO. 3:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 4:

All written contracts and agreements between Respondent and Potentials Developments, Inc., or any person or entity reasonably believed by Respondent to be doing business as "Potentials Developments, Inc.", Concerning any Disputed Services offered or sold by Respondent.

RESPONSE TO REQUEST FOR PRODUCTION NO. 4:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 5:

All Documents memorializing terms or conditions of any contract or agreement between Respondent and Potentials Developments, Inc., or any person or entity reasonably believed by Respondent to be doing business as "Potentials Developments, Inc.", and Concerning any Disputed Services offered or sold by Respondent.

RESPONSE TO REQUEST FOR PRODUCTION NO. 5:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 6:

All Documents memorializing terms or conditions of any contract or agreement between Respondent and Patrick R. Neils, or between Respondent and any business or entity reasonably believed by Respondent to be owned, operated, or controlled by Patrick R. Neils, Concerning any Disputed Services offered or sold by Respondent.

RESPONSE TO REQUEST FOR PRODUCTION NO. 6:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 7:

All written contracts and agreements between Respondent and Kenneth G. Neils, or between Respondent and any business entity reasonably believed by Respondent to be owned, operated, or controlled by Kenneth G. Neils, Concerning any Disputed Services offered or sold by Respondent.

RESPONSE TO REQUEST FOR PRODUCTION NO. 7:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 8:

All written contracts and agreements between Respondent and PDI Coaching, or any person or entity reasonably believed by

Respondent to be doing business as "PDI Coaching", Concerning the Disputed Services offered or sold by Respondent.

RESPONSE TO REQUEST FOR PRODUCTION NO. 8:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 9:

All Documents memorializing terms or conditions of any contract or agreement between Respondent and PDI Coaching, or any person or entity reasonably believed by Respondent to be doing business as "PDI Coaching", and Concerning any Disputed Services offered or sold by Respondent.

RESPONSE TO REQUEST FOR PRODUCTION NO. 9:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 10:

All Documents memorializing terms or conditions of any contract or agreement between Respondent and Kenneth G. Neils, or between Respondent and any business or entity reasonably believed by Respondent to be owned, operated, or controlled by Kenneth G. Neils, Concerning the Disputed Services offered or sold by Respondent.

RESPONSE TO REQUEST FOR PRODUCTION NO. 10:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 11:

All questionnaires, assessments and tests administered by any person or business to which Respondent has referred third parties for the performance of the Disputed Services including, without limitation Patrick R. Neils or Potentials Development, Inc.

RESPONSE TO REQUEST FOR PRODUCTION NO. 11:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as vague and ambiguous because it is uncertain whether the requested questionnaires, assessments and tests only refer to those administered for the

purpose of performing the Disputed Services, or include those administered by such person or business(sic) to any other person for any other purpose.

Subject to the foregoing objections and to the extent that Respondent understands the request, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 12:

All Documents Concerning tests and assessments administered or evaluated by any person or business entity to which Respondent has referred third parties in connection with performance of the Disputed Services, including without limitation, all reports generated by Patrick R. Neils or any business entity reasonably believed by Respondent to be owned, operated, or controlled by Patrick R. Neils (including without limitation Potentials Development, Inc.).

RESPONSE TO REQUEST FOR PRODUCTION NO. 12:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as oppressive, burdensome and over broad to the extent it seeks 'all' responsive documents instead of merely representative documents sufficient to show the information specified.

RESPONDENT objects to this request in that it does not set forth a reasonably particularized category of documents as required by Fed. R. Civ. P. 34.

RESPONDENT objects to this request as vague and ambiguous because it is uncertain whether the requested assessments and

tests only refer to those administered in connection with performance of the Disputed Services, or include those administered by such person or business entity to any other person for any other purpose.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 13:

All written contracts and agreements under which Respondent may have a right to compensation for referring persons to third parties for the performance of any of the Disputed Services.

RESPONSE TO REQUEST FOR PRODUCTION NO. 13:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 14:

All written contracts and agreements under which Respondent may have an obligation to compensate a third party for the performance of any of the Disputed Services.

RESPONSE TO REQUEST FOR PRODUCTION NO. 14:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 15:

All written contracts and agreements describing terms or conditions under which Respondent may refer persons to third parties for the performance of any of the Disputed Services.

RESPONSE TO REQUEST FOR PRODUCTION NO. 15:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as being redundant to prior requests.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 16:

All Documents memorializing terms or conditions of any contract or agreement between Respondent and any third party Concerning the performance of any Disputed Services.

RESPONSE TO REQUEST FOR PRODUCTION NO. 16:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as being redundant to prior requests.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 17:

All Communications between Respondent and Patrick R. Neils Concerning the performance of any Disputed Services between May 1, 2002 and the present.

RESPONSE TO REQUEST FOR PRODUCTION NO. 17:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 18:

All Communications between Respondent and any owner, officer, employee or subcontractor of Potentials Development, Inc. (or any person or entity reasonably believed by Respondent to be doing business as "Potentials Developments, Inc.")

Concerning any performance of any of the Disputed Services between May 1, 2002 and the present.

RESPONSE TO REQUEST FOR PRODUCTION NO. 18:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as being redundant to prior requests.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 19:

All Communications between Respondent and Kenneth G. Neils Concerning the performance of any of the Disputed Services between May 1, 2002 and the present.

RESPONSE TO REQUEST FOR PRODUCTION NO. 19:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as being redundant to prior requests.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 20:

All Communications between Respondent and any owner, officer, employee or subcontractor of PDI Coaching Services (or any person or entity known by Respondent to be doing business as "PDI Coaching Services") Concerning any performance of any

Disputed Services between May 1, 2002 and the present.

RESPONSE TO REQUEST FOR PRODUCTION NO. 20:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as redundant to prior requests.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 21:

All Communications between Respondent and any business, entity or person for whom Respondent has performed any of the Disputed Services during 2009 and Concerning any Disputed Services.

RESPONSE TO REQUEST FOR PRODUCTION NO. 21:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as being redundant to prior requests.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 22:

All written contracts and agreements between Respondent and any third party Concerning the performance of the Disputed Services.

RESPONSE TO REQUEST FOR PRODUCTION NO. 22:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as being redundant to prior requests.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 23:

All Documents and Communications Concerning contracts or agreements to perform any of the Disputed Services between May 1, 2002 and December 31, 2010.

RESPONSE TO REQUEST FOR PRODUCTION NO. 23:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as being redundant to prior requests.

RESPONDENT objects to this request to the extent it seeks information protected by the attorney-client and/or work product privilege.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 24:

All Documents and Communications promoting, advertising, or offering to sell any of the Disputed Services which were published, distributed, or given to persons other than Respondent's Affiliates between May 1, 2002 and the present.

RESPONSE TO REQUEST FOR PRODUCTION NO. 24:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as oppressive, burdensome and over broad to the extent it seeks 'all' responsive documents instead of merely representative documents sufficient to show the information specified.

RESPONDENT objects to this request to the extent it seeks documents not relevant to this proceeding or reasonably calculated to lead to the discovery of admissible evidence.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 25:

All Documents and Communications making trademark use or service mark use of the ENTELLECT Mark.

RESPONSE TO REQUEST FOR PRODUCTION NO. 25:

RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as oppressive, burdensome and over broad to the extent it seeks 'all' responsive documents instead of merely representative documents sufficient to show the information specified.

RESPONDENT objects to this request to the extent it seeks documents not relevant to this proceeding or reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

REQUEST FOR PRODUCTION NO. 26:

All correspondence sent to others on letterhead displaying the ENTELLECT Mark.

RESPONSE TO REQUEST FOR PRODUCTION NO. 26:

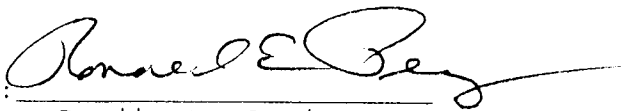
RESPONDENT incorporates the GENERAL OBJECTIONS set forth above.

RESPONDENT objects to this request as oppressive, burdensome and over broad to the extent it seeks 'all' responsive documents instead of merely representative documents sufficient to show the information specified.

RESPONDENT objects to this request to the extent it seeks documents not relevant to this proceeding or reasonably calculated to lead to the discovery of admissible evidence.

Subject to the foregoing objections, RESPONDENT will provide any responsive documents in her custody or control pursuant to the TTAB's rules for production.

Dated: March 15, 2010

By: 
Surjit P. Soni
Ronald E. Perez
Woo Soon Choe
Attorneys for RESPONDENT,
Milena Soni

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the foregoing document entitled RESPONDENT'S RESPONSE TO PETITIONER'S SECOND SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS was served upon Petitioner via USPS Priority Mail on this 15th day of March, 2010, as follows:

William Giltinan
Carlton Fields, P.A.
PO Box 3239
Tampa FL 33601-3239

Ronald E Perez

Streb, Cheryl E. Happe

From: Giltinan, William (Ty)
Sent: Wednesday, January 06, 2010 10:17 AM
To: Ron Perez
Subject: ENTELLECT Cancellation Proceeding

Ron,

I'm emailing to acknowledge receipt of your emails containing the following files:

1. Confidentiality Agreement - signed by Soni and Intellect (5JAN10).pdf
2. Respondents Document Production Transmittal (5JAN10).pdf
3. Respondents Document Production SONI-001-070 (5JAN10).pdf
4. CONFIDENTIAL - Respondents Document Production SONI-071 to SONI-075 (5JAN10).pdf
5. Respondents Privilege Log Transmittal (5JAN10).pdf
6. Respondents First Privilege Log (5JAN10).pdf
7. RESPONDENT'S FIRST SET OF REQUESTS FOR ADMISSIONS TO PETITIONER.pdf
8. RESPONDENT'S FIRST SET OF INTERROGATORIES TO PETITIONER.pdf
9. RESPONDENTS FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS TO PETITIONER.pdf

We will review the documents in detail and notify you of any questions or issues that arise. In the meantime, I note that we have still not received a signed copy of the interrogatory responses. Please let me know when they will be sent.

Also, based on a brief review of the documents SONI-001-075, it appears that the only documents you provided are the publicly available prosecution history for the trademark registrations, copies of documents we provided to Mr. Soni, and a copy of an agreement to transfer a domain name. Please let me know whether you consider these to be the entirety of the documents that you intend to provide in response to PETITIONER'S FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS, or whether additional documents will be sent.

Thank you.

Regards,
Ty

CARLTON FIELDS
ATTORNEYS AT LAW

William (Ty) Giltinan
Attorney At Law

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Please consider the environment before printing this email.

EXHIBIT I

03/25/2010

Streb, Cheryl E. Happe

From: Giltinan, William (Ty)
Sent: Friday, January 08, 2010 2:16 PM
To: 'Ron Perez'
Cc: 'Brian Brookey'
Subject: RE: Certification of Interrogatory Responses: ENTELLECT Cancellation Proceeding
Attachments: Confidentiality Agmt.pdf

Ron,

Thank you for providing the certified responses. I also wanted to let you know that Intellect has engaged the Christie, Parker, Hale firm to assist with the depositions in this case. Someone from that firm should be contacting you shortly to discuss convenient times for Mrs. Soni's deposition. If you would like to initiate contact, please get in touch with Brian Brookey, who is CC'd on this email, and is available by phone at 626-795-9900.

As CPH is now outside counsel representing Intellect on this matter, I have asked them to add their signature to the confidentiality agreement previously executed. Attached is a complete copy of the confidentiality agreement, with all signatures, for your files. We will file it with the Board next week.

On other outstanding discovery matters, we currently have three outstanding issues in connection with your responses to our earlier requests:

1. We still need to know whether you consider the documents numbered SONI-001-075 to be the entirety of the documents that you intend to provide in response to PETITIONER'S FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS, or whether additional documents will be sent and, if so, when we can expect them.
2. You objected to several of the interrogatories on the basis that we were requesting financial, confidential or trade secret information. Now that the confidentiality agreement has been signed, those objections are no longer applicable. Please let me know when you will be providing updated responses to those interrogatories.
3. With respect to your response to interrogatory 6, in that response you state that Mr. Soni has knowledge of Mrs. Soni's use of the mark. This creates a potentially delicate situation as Mr. Soni is also acting as counsel to Mrs. Soni in this matter. Accordingly, we ask that you please advise us as to the nature of the information that Mr. Soni has and whether he intends to serve as a fact witness in this proceeding.

As our discovery window is limited and you have already represented that Mrs. Soni will not consent to any extensions, we would appreciate your prompt response on these matters.

Regards,
Ty

CARLTON FIELDS
ATTORNEYS AT LAW

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Attorney At Law

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Tampa, Florida 33607-5780

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03/18/2010

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Streb, Cheryl E. Happe

From: Giltinan, William (Ty)
Sent: Monday, February 01, 2010 6:15 PM
To: 'Ron Perez'
Cc: 'G. Warren Bleeker'
Subject: INTELLECT/ENTELLECT discovery issues

Ron,

We still have several discovery issues outstanding for which I have not received a response from you. In particular,

1. We still need to know whether you consider the documents numbered SONI-001-075 to be the entirety of the documents that you intend to provide in response to PETITIONER'S FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS, or whether additional documents will be sent and, if so, when we can expect them.
2. You objected to several of the interrogatories on the basis that we were requesting financial, confidential or trade secret information. Now that the confidentiality agreement has been signed, those objections are no longer applicable. Please let me know when you will be providing updated responses to those interrogatories.
3. With respect to your response to interrogatory 6, in that response you state that Mr. Soni has knowledge of Mrs. Soni's use of the mark. This creates a potentially delicate situation as Mr. Soni is also acting as counsel to Mrs. Soni in this matter. Accordingly, we ask that you please advise us as to the nature of the information

Please let me know where we stand on these issues as soon as possible so that we can resolve them prior to the close of the discovery window.

Regards,
Ty

CARLTON FIELDS
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Attorney At Law

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03/18/2010

EXHIBIT C

Giltinan, William (Ty)

From: Giltinan, William (Ty)
Sent: Thursday, March 18, 2010 11:09 AM
To: 'Ron Perez'
Cc: Surjit Soni
Subject: ENTELLECT

Dear Ron,

I am emailing in a final attempt to resolve Intellect's dispute with Mrs. Soni with respect to what Intellect believes to be her insufficient responses to Intellect's discovery requests. I note that prior to sending this correspondence, I have emailed you three times, and have attempted to discuss the dispute with you via telephone, all in a good faith effort to resolve these disputes. In response to those attempts, I have not received a single amended interrogatory response or a single additional responsive document. I also note that, to date, Intellect has provided more than 1,700 pages of documents in response to Mrs. Soni's requests, while Mrs. Soni has provided only 75 pages, many of which were merely reprints of information in the file wrapper and, thus, already in the public record, or copies of materials Intellect had previously forwarded to you.

To avoid any possible doubt as to Intellect's concerns regarding Mrs. Soni's responses, following is a detailed list of the specific requests that Intellect believes are incomplete and insufficient:

INTERROGATORIES

1. Petitioner's First Set of Interrogatories, Interrogatories nos. 4, 5, 7, 8: No answer has been made. Any objection based on the confidentiality of the answer is moot because a confidentiality agreement is in place and has been approved.
2. Petitioner's First Set of Interrogatories, Interrogatory no. 10: Mrs. Soni's answer is insufficient. She states merely that she has provided the services in Los Angeles and "other cities." The Interrogatory calls for a listing of locations. To state "other cities" is an incomplete and insufficient response.
3. Petitioner's Second Set of Interrogatories, Interrogatories no. 14, 15, 19, 20: The interrogatories require Mrs. Soni to "identify" specific contracts and agreements. The responses simply state that such contracts and agreements exist but makes no attempt to "identify" them as required by the interrogatory. As such, the responses are incomplete and insufficient.
4. Petitioner's Second Set of Interrogatories, Interrogatories no. 16, 17, 18, 21: The interrogatories require Mrs. Soni to "[d]escribe in detail the nature of the business relationship" between her and the third parties identified in the interrogatories. The responses simply state that agreements between her and the parties exist. This is not a detailed description of the nature of the business relationship. As such, the responses are incomplete and insufficient.
5. Petitioner's Second Set of Interrogatories, Interrogatories no. 24, 25: The interrogatories require Mrs. Soni to "[d]escribe in detail the terms and conditions" of unwritten agreements between her and the third parties identified in the interrogatories. The responses simply states that agreements between her and the parties exist. No attempt is made to describe the terms and conditions of those agreements. This is not a detailed description and, as such, the responses are incomplete and insufficient.
6. We are still awaiting verified copies of the responses to Petitioner's Second Set of Interrogatories.

REQUESTS FOR PRODUCTION

1. Petitioner's First Set of Requests for Production of Documents, Request no. 7: The request requires Mrs. Soni to provide at least representative samples of promotional materials displaying the ENTELLECT mark. In her response to Request for Admission no. 15, she denies that no such documents have been distributed. However,

as yet, none have been produced. Accordingly, the production made with respect to this request is incomplete and insufficient.

2. Petitioner's Second Set of Requests for Production of Documents, Requests nos. 1, 2: The requests require Mrs. Soni to provide tax returns evidencing income made and expenses incurred in connection with her use of the ENTELLECT mark. In the instructions for the requests (par. 5), Intellect specifically stated that all confidential information not related to income or expenses based on the use of the ENTELLECT mark could be redacted. We note that in her response to Requests for Admission nos. 127-140, Mrs. Soni admits the existence of such documents. We further note that not a single document has yet been produced by Mrs. Soni evidencing the existence of any sales of the services recited in her registration or any expenses incurred by her in connection with her use of the mark.

Given that (i) no documents evidencing any sales or expenses have been produced by Mrs. Soni, (ii) Mrs. Soni has acknowledged the existence of the tax returns evidencing such sales and expenses, (iii) Intellect explicitly authorized reasonable redaction of the returns, and (iv) a confidentiality agreement is in place in this case, a flat refusal to provide the requested documents is unreasonable and insufficient.

Please advise me as to whether Mrs. Soni will correct these discovery deficiencies voluntarily. Given the discovery delays we have experienced already, and the deadlines currently in place, we require any supplemental responses and documents no later than March 24th. Absent receipt of sufficient responses prior to that date, Intellect will have no choice other than to file a motion to compel with the Board.

We note that we have an obligation under the TTAB rules to confer with you prior to filing such motion in an attempt to resolve these discovery disputes. Including this email, we have attempted to do so in 4 emails and at least one telephone conversation, all to no avail. We would welcome an attempt on your part to resolve these disputes without the involvement of the Board.

Regards,
Ty

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03/18/2010

Streb, Cheryl E. Happe

From: Ron Perez [Ron@sonilaw.com]
Sent: Tuesday, April 06, 2010 1:37 AM
To: Giltinan, William (Ty)
Subject: Discovery Responses (Intellect v. Soni)

We will not supplement Ms. Soni's discovery responses by April 5, 2010.

We offered to supplement the discovery responses to avoid a motion to compel by Intellect.

Since Intellect filed a motion to compel regarding Ms. Soni's discovery responses, further production at this time would be a needless waste of time and resources.

We will respond to Intellect's motion to compel in due course.

Ronald E. Perez
THE SONI LAW FIRM
35 N. Lake Ave., Suite 720
Pasadena, CA 91101
ron@sonilaw.com
(Phone) 626.683.7600 ext. 109
(Fax) 626.683.1199

From: Ron Perez
Sent: Thursday, March 25, 2010 5:52 PM
To: 'Giltinan, William (Ty)'
Subject: Discovery Responses to be Supplemented RE: ENTELLECT

Nor have I said that the tax returns would not be produced.

Accordingly, there is no basis for you to file a motion to compel.

Ronald E. Perez
THE SONI LAW FIRM
35 N. Lake Ave., Suite 720
Pasadena, CA 91101
ron@sonilaw.com
(Phone) 626.683.7600 ext. 109
(Fax) 626.683.1199
(Cell) 310.720.0484

-----Original Message-----

From: Giltinan, William (Ty) [mailto:tgiltinan@carltonfields.com]

Sent: Thursday, March 25, 2010 5:35 PM

To: Ron Perez

Subject: RE: Intellect's dispute with Mrs. Soni RE: ENTELLECT

I acknowledge receipt of your email. I also acknowledge that Mr. Soni will not stipulate to any extensions of time and that you have not committed to providing copies of the requested tax returns when you update the responses.

Carlton Fields, P.A. <http://www.carltonfields.com/files/upload/cf_email_logo.gif>

William (Ty) Giltinan
Attorney At Law

4221 W. Boy Scout Boulevard, Suite 1000
Tampa, Florida 33607-5780

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email <http://www.carltonfields.com/files/upload/CF2_eco_tag.gif>

From: Ron Perez [mailto:Ron@sonilaw.com]

Sent: Thu 3/25/2010 12:40 PM

To: Giltinan, William (Ty)

Subject: Intellect's dispute with Mrs. Soni RE: ENTELLECT

As we discussed, we will supplement our responses by April 5.

Ronald E. Perez

04/23/2010

THE SONI LAW FIRM
35 N. Lake Ave., Suite 720
Pasadena, CA 91101
ron@sonilaw.com
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(Fax) 626.683.1199

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Streb, Cheryl E. Happe

From: Giltinan, William (Ty)
Sent: Tuesday, April 06, 2010 10:48 AM
To: Ron Perez
Subject: RE: Discovery Responses (Intellect v. Soni)
Attachments: RE: Discovery Responses to be Supplemented RE: ENTELLECT

Ron,

I was very disappointed by your email and ask you to please reconsider your decision not to provide supplemented discovery responses and documents. As I stated in my previous communications (see attached), if we receive appropriate discovery responses and documents, we will gladly withdraw our motion to compel. If you persist in declining to provide responses, however, not only will we have to continue with our motion, we will also have no choice other than to amend it to include the other discovery responses on which you and I have corresponded, and for which you previously agreed to provide documents and supplemented responses by yesterday.

I also note that, according to 37 CFR 2.120(e)(2), the filing of a motion to compel does not suspend either side's obligation to respond to pending discovery requests. As Intellect's discovery requests are still pending, and you have acknowledged that supplemented responses are appropriate, there is no basis for you to withhold those responses and documents pending resolution of the motion to compel.

Please advise today as to whether or not you will reconsider your decision and, if so, when supplemented responses and documents will be provided. Otherwise, we will file an amended motion to compel that addresses all of the issues addressed in my 3/18/2010 email.

Other than the motion to compel, there are three additional issues that we also need to address. First, we have not yet received the signed copy of Mrs. Soni's deposition transcript. Also, while we acknowledge having received unsigned interrogatory responses to the second set of interrogatories, we have not yet received signed responses. More than 30 days have passed since you received the transcript, and more than 21 days have passed since the interrogatory responses were due. Please advise as to when we will receive the signed copies of each.

Second, we received your response to our motion to amend the petition to cancel. We note that you filed an exhibit under seal, but did not provide us with a summary of its contents. If the exhibit is a copy of the deposition transcript, please advise as to which pages were filed. If the exhibit includes anything other than the deposition transcript, please advise as to what was filed under seal.

Finally, with respect to the deposition, during the testimony Mr. Soni designated a significant portion of the deposition as confidential. Mr. Bleeker later contacted Mr. Soni (see email on 3/2/2010) noting that, at most, a couple of pages have legitimately confidential information, and asking that Mr. Soni narrow his designation. Please advise as to whether or not Mr. Soni will agree to narrow his designation and, if so, when.

Regards,
Ty

CARLTON FIELDS
ATTORNEYS AT LAW

William (Ty) Giltinan
Attorney At Law

4221 W. Boy Scout Boulevard, Suite 1000
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04/23/2010

direct 813.229.4241
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Please consider the environment before printing this email.

From: Ron Perez [<mailto:Ron@sonilaw.com>]
Sent: Tuesday, April 06, 2010 1:37 AM
To: Giltinan, William (Ty)
Subject: Discovery Responses (Intellect v. Soni)

We will not supplement Ms. Soni's discovery responses by April 5, 2010.

We offered to supplement the discovery responses to avoid a motion to compel by Intellect.

Since Intellect filed a motion to compel regarding Ms. Soni's discovery responses, further production at this time would be a needless waste of time and resources.

We will respond to Intellect's motion to compel in due course.

Ronald E. Perez
THE SONI LAW FIRM
35 N. Lake Ave., Suite 720
Pasadena, CA 91101
ron@sonilaw.com
(Phone) 626.683.7600 ext. 109
(Fax) 626.683.1199

From: Ron Perez
Sent: Thursday, March 25, 2010 5:52 PM
To: 'Giltinan, William (Ty)'
Subject: Discovery Responses to be Supplemented RE: ENTELLECT

Nor have I said that the tax returns would not be produced.

Accordingly, there is no basis for you to file a motion to compel.

04/23/2010

Ronald E. Perez

THE SONI LAW FIRM
35 N. Lake Ave., Suite 720
Pasadena, CA 91101
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(Phone) 626.683.7600 ext. 109
(Fax) 626.683.1199
(Cell) 310.720.0484

-----Original Message-----

From: Giltinan, William (Ty) [mailto:tgiltinan@carltonfields.com]
Sent: Thursday, March 25, 2010 5:35 PM
To: Ron Perez
Subject: RE: Intellect's dispute with Mrs. Soni RE: ENTELLECT

I acknowledge receipt of your email. I also acknowledge that Mr. Soni will not stipulate to any extensions of time and that you have not committed to providing copies of the requested tax returns when you update the responses.

Carlton Fields, P.A. <http://www.carltonfields.com/files/upload/cf_email_logo.gif>

William (Ty) Giltinan
Attorney At Law

4221 W. Boy Scout Boulevard, Suite 1000
Tampa, Florida 33607-5780

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vcard <<http://www.carltonfields.com/attorneys/AttorneyVCard.aspx?id=e3357103-e8c0-4cec-bb41-26b6d629b61d>>

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email <http://www.carltonfields.com/files/upload/CF2_eco_tag.gif>

From: Ron Perez [mailto:Ron@sonilaw.com]
Sent: Thu 3/25/2010 12:40 PM
To: Giltinan, William (Ty)

Subject: Intellect's dispute with Mrs. Soni RE: ENTELLECT

As we discussed, we will supplement our responses by April 5.

Ronald E. Perez
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Streb, Cheryl E. Happe

From: Giltinan, William (Ty)
Sent: Wednesday, April 07, 2010 9:43 AM
To: Ron Perez
Subject: RE: Exhibit A to Opposition to Motion to Amend Petition (Intellect v. Soni)

Ron,

Thank you for clearing up the question regarding the exhibit. Would you please also respond to the other questions included in that email? Specifically:

1. Will Mr. Soni reconsider his decision to withhold further production pending resolution of the motion to compel?
2. When will we receive signed responses to the second interrogatories and the signed deposition transcript?
3. Will Mr. Soni narrow the designation of confidential material in the deposition transcript?

Your help in resolving these questions would be greatly appreciated.

Regards,
Ty

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From: Ron Perez [mailto:Ron@sonilaw.com]
Sent: Tuesday, April 06, 2010 12:51 PM
To: Giltinan, William (Ty)
Cc: WooSoon Choe; Lauren Coyle
Subject: Exhibit A to Opposition to Motion to Amend Petition (Intellect v. Soni)

Attached is the Exhibit that was filed under seal, which consists of confidential excerpts of M. Soni's deposition transcript.

Ronald E. Perez
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04/26/2010

<<Exhibit A_with caption page - Confidential Docs Filed Under Seal 30MAR10.pdf>>

Streb, Cheryl E. Happe

From: Giltinan, William (Ty)
Sent: Thursday, April 08, 2010 9:31 AM
To: Ron Perez
Subject: ENTELLECT -- amended motion to compel

Ron,

This is the third email I've sent you since you notified us that you would not be supplementing Mrs. Soni's discovery responses per our earlier agreement. While you did respond to one of the issues I raised in the earlier emails, you have not responded to my inquiries regarding the remaining discovery issues and the motion to compel. In particular, you have not answered the following questions:

1. Will Mr. Soni reconsider his decision to withhold further production pending resolution of the motion to compel?
2. When will we receive signed responses to the second set of interrogatories and the signed deposition transcript?
3. Will Mr. Soni narrow the designation of confidential material in the deposition transcript?

As you know, the parties in a cancellation proceeding have an obligation to cooperate in good faith to resolve issues such as these without the involvement of the Board and prior to filing of any motion to compel. We have no desire to involve the Board further in discovery matters. However, absent a productive response on these questions, we will have no choice other than to file an amended motion to compel per my previous emails. Accordingly, I ask again that you please work with me to resolve these issues so that further Board involvement is not required.

Please contact me before the end of this week. Otherwise, we will move forward with an amended motion to compel per my previous emails.

Ty

CARLTON FIELDS
ATTORNEYS AT LAW

William (Ty) Giltinan
Attorney At Law

4221 W. Boy Scout Boulevard, Suite 1000
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Please consider the environment before printing this email.

04/26/2010

Streb, Cheryl E. Happe

From: Giltinan, William (Ty)
Sent: Thursday, April 08, 2010 1:33 PM
To: Ron Perez
Subject: RE: Response to your inquiries regarding the remaining discovery issues (Intellect v. Soni)

Ron,

While I appreciate you responding to me, simply stating that you will get back to me on the other issues "in due course" is not helpful. If you would prefer to avoid further involvement of the Board in these discovery disputes, at the very least let me know that you are, in fact, going to provide documents and supplemented responses and the date on which we can expect to receive them. We are perfectly willing to consider reasonable extensions of time if necessary, but require at least a representation that documents and supplemental responses will be provided and a date certain for delivery.

Also, if Mrs. Soni is not available to sign responses at this time, please let me know when you expect that she will be available.

Please answer these simple questions before the end of this week. Otherwise, we will move forward with an amended motion to compel.

Ty

From: Ron Perez [mailto:Ron@sonilaw.com]
Sent: Thursday, April 08, 2010 11:05 AM
To: Giltinan, William (Ty)
Cc: Surjit Soni
Subject: Response to your inquiries regarding the remaining discovery issues (Intellect v. Soni)

Milena Soni is currently unavailable to sign the responses to the second set of interrogatories or to sign the deposition transcript.

We will get back to you on the other issues in your emails in due course.

Ronald E. Perez
THE SONI LAW FIRM
35 N. Lake Ave., Suite 720
Pasadena, CA 91101
ron@sonilaw.com
(Phone) 626.683.7600 ext. 109
(Fax) 626.683.1199

From: Giltinan, William (Ty) [mailto:tgiltinan@carltonfields.com]
Sent: Thursday, April 08, 2010 6:31 AM
To: Ron Perez

04/26/2010

Subject: ENTELLECT -- amended motion to compel

Ron,

This is the third email I've sent you since you notified us that you would not be supplementing Mrs. Soni's discovery responses per our earlier agreement. While you did respond to one of the issues I raised in the earlier emails, you have not responded to my inquiries regarding the remaining discovery issues and the motion to compel. In particular, you have not answered the following questions:

1. Will Mr. Soni reconsider his decision to withhold further production pending resolution of the motion to compel?
2. When will we receive signed responses to the second set of interrogatories and the signed deposition transcript?
3. Will Mr. Soni narrow the designation of confidential material in the deposition transcript?

As you know, the parties in a cancellation proceeding have an obligation to cooperate in good faith to resolve issues such as these without the involvement of the Board and prior to filing of any motion to compel. We have no desire to involve the Board further in discovery matters. However, absent a productive response on these questions, we will have no choice other than to file an amended motion to compel per my previous emails. Accordingly, I ask again that you please work with me to resolve these issues so that further Board involvement is not required.

Please contact me before the end of this week. Otherwise, we will move forward with an amended motion to compel per my previous emails.

Ty

CARLTON FIELDS
ATTORNEYS AT LAW

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04/26/2010

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

INTELLECT TECHNICAL)	
SOLUTIONS, INC.)	
)	
Petitioner,)	CANCELLATION NO.: 92050920
v.)	
)	
MILENA SONI)	Reg. No. 3,009,990
)	
Respondent.)	
_____)	

RESPONDENT'S RESPONSE TO
PETITIONER'S FIRST SET OF REQUESTS FOR ADMISSION

PROPOUNDING PARTY: RESPONDENT, MILENA SONI

RESPONDING PARTY: PETITIONER, INTELLECT TECHNICAL SOLUTIONS, INC.

SET NO.: ONE

TO PETITIONER and its Counsel of Record:

RESPONDENT Milena Soni ("RESPONDENT"), pursuant to Rule 33 of the Federal Rules of Civil Procedure (Fed. R. Civ. P.) and TTAB Rule 405, hereby responds to the first set of requests for admission from Petitioner Intellect Technical Solutions, Inc. ("PETITIONER").

EXHIBIT J

known or readily obtainable by Respondent is insufficient to enable Respondent to admit or deny this request.

REQUEST NUMBER 127:

Admit that Respondent failed to declare amounts received for providing the Disputed Services as income on Respondent's 2002 Federal Income Tax Returns.

RESPONSE TO REQUEST NO. 127:

Respondent incorporates by reference the general objections set forth above.

Subject to and without waiving the foregoing objections, Respondent denies this request for admission.

REQUEST NUMBER 128:

Admit that Respondent failed to declare amounts received for providing the Disputed Services as income on Respondent's 2003 Federal Income Tax Returns.

RESPONSE TO REQUEST NO. 128:

Respondent incorporates by reference the general objections set forth above.

Subject to and without waiving the foregoing objections, Respondent denies this request for admission.

REQUEST NUMBER 129:

Admit that Respondent failed to declare amounts received for providing the Disputed Services as income on Respondent's 2004 Federal Income Tax Returns.

RESPONSE TO REQUEST NO. 129:

Respondent incorporates by reference the general objections set forth above.

Subject to and without waiving the foregoing objections, Respondent denies this request for admission.

REQUEST NUMBER 130:

Admit that Respondent failed to declare amounts received for providing the Disputed Services as income on Respondent's 2005 Federal Income Tax Returns.

RESPONSE TO REQUEST NO. 130:

Respondent incorporates by reference the general objections set forth above.

Subject to and without waiving the foregoing objections, Respondent denies this request for admission.

REQUEST NUMBER 131:

Admit that Respondent failed to declare amounts received for providing the Disputed Services as income on Respondent's 2006 Federal Income Tax Returns.

RESPONSE TO REQUEST NO. 131:

Respondent incorporates by reference the general objections set forth above.

Subject to and without waiving the foregoing objections, Respondent denies this request for admission.

REQUEST NUMBER 132:

Admit that Respondent failed to declare amounts received for providing the Disputed Services as income on Respondent's 2007 Federal Income Tax Returns.

RESPONSE TO REQUEST NO. 132:

Respondent incorporates by reference the general objections set forth above.

Subject to and without waiving the foregoing objections, Respondent denies this request for admission.

REQUEST NUMBER 133:

Admit that Respondent failed to declare amounts received for providing the Disputed Services as income on Respondent's 2008 Federal Income Tax Returns.

RESPONSE TO REQUEST NO. 133:

Respondent incorporates by reference the general objections set forth above.

Subject to and without waiving the foregoing objections, Respondent denies this request for admission.

REQUEST NUMBER 134:

Admit that Respondent failed to declare amounts received for providing the Disputed Services on Respondent's 2002 California Income Tax Returns.

RESPONSE TO REQUEST NO. 134:

Respondent incorporates by reference the general objections set forth above.

Subject to and without waiving the foregoing objections, Respondent denies this request for admission.

REQUEST NUMBER 135:

Admit that Respondent failed to declare amounts received for providing the Disputed Services on Respondent's 2003 California Income Tax Returns.

RESPONSE TO REQUEST NO. 135:

Respondent incorporates by reference the general objections set forth above.

Subject to and without waiving the foregoing objections, Respondent denies this request for admission.

REQUEST NUMBER 136:

Admit that Respondent failed to declare amounts received for providing the Disputed Services on Respondent's 2004 California Income Tax Returns.

RESPONSE TO REQUEST NO. 136:

Respondent incorporates by reference the general objections set forth above.

Subject to and without waiving the foregoing objections, Respondent denies this request for admission.

REQUEST NUMBER 137:

Admit that Respondent failed to declare amounts received for providing the Disputed Services on Respondent's 2005 California Income Tax Returns.

RESPONSE TO REQUEST NO. 137:

Respondent incorporates by reference the general objections set forth above.

Subject to and without waiving the foregoing objections, Respondent denies this request for admission.

REQUEST NUMBER 138:

Admit that Respondent failed to declare amounts received for providing the Disputed Services on Respondent's 2006 California Income Tax Returns.

RESPONSE TO REQUEST NO. 138:

Respondent incorporates by reference the general objections set forth above.

Subject to and without waiving the foregoing objections, Respondent denies this request for admission.

REQUEST NUMBER 139:

Admit that Respondent failed to declare amounts received for providing the Disputed Services on Respondent's 2007 California Income Tax Returns.

RESPONSE TO REQUEST NO. 139:

Respondent incorporates by reference the general objections set forth above.

Subject to and without waiving the foregoing objections, Respondent denies this request for admission.

REQUEST NUMBER 140:

Admit that Respondent failed to declare amounts received for providing the Disputed Services on Respondent's 2008 California Income Tax Returns.

RESPONSE TO REQUEST NO. 140:

Respondent incorporates by reference the general objections set forth above.

Subject to and without waiving the foregoing objections, Respondent denies this request for admission.

REQUEST NUMBER 141:

Admit that Respondent has not claimed a Federal Income Tax deduction for advertising expenses related to the performance of the Disputed Services in connection with the ENTELLECT Mark on any income tax return filed subsequent to May 1, 2002.